

Request for Qualification (RFQ)

FOR

EMPANELMENT OF LANDSCAPE
ARCHITECT(INDIVIDUALS / FIRMS)



Indian Ports Association

1st Floor, South Tower, NBCC Place
B. P Marg, Lodi Road
New Delhi - 110 003
Ph No : 011-24369061/63; Fax No : 011-24365866
Email – tender.ipa@nic.in

Nov 2017

INR 3,000/-

LETTER FOR ISSUE OF RFQ FOR THE
“EMPANELMENT OF
LANDSCAPE ARCHITECTS
(INDIVIDUAL / FIRMS)”

The set of RFQ document is issued to:

Name : _____

Address : _____

The cost of the RFQ document is INR 3,000/- (Indian Three Thousand only)

IPA

Signature of the Officer issuing the RFQ Document: _____

Indian Ports Association

IPA/GAD/CoE/RFQ/GR-V/2017

27/11/2017

NOTICE FOR EMPANELMENT OF **LANDSCAPE ARCHITECTS** (INDIVIDUAL / FIRMS)

Indian Ports Association as part of Centre of Excellence intents to prepare panel of consultants for different types of consultancy services for use by the Major Ports as and when required. Accordingly, Indian Ports Association invites Requests for Qualification (RFQ) for empanelment of

LANDSCAPE ARCHITECTS (Individual/Firms) to Major Ports of India.

The empanelment for is required Landscape Architects for individual and for Firms

The panel will be valid for a period of 3 years.

The panel may be used by Major Ports for inviting bids as and when required for their projects/works. The detailed terms and conditions including evaluation criteria and application fee are available in the web site www.ipa.nic.in.

The schedule for receipt of the application is as follows:

Event/ Description	Time/Date
1. Last date/time for receiving queries/clarifications	1100 hrs. on 11-12-2017
2. Pre-Bid Conference	1430 hrs. on 11-12-2017
3. Bid Submission Date	1500 hrs. on 18-12-2017
4. Bid Opening date	1530 hrs. on 18-12-2017
5. Validity of Bid	180 days from the date of Opening of bid.

Reputed and interested **Landscape Architects** (Individual/Firms) may download the RFQ from the above website and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhasham Pitamah Marg, Lodi Road, New Delhi – 110 003 and specifically mention the categories in which they are specializing in.

In case, if RFQ is downloaded from website, the requisite document fee of ₹. 3,000/- in form of Demand Draft, In favor of Indian Ports Association shall be submitted along with bid. However, the applicants, who have submitted application fee, either prior to pre-bid or on the date of pre-bid meeting will only be allowed to participate in the pre-bid meeting.

Indian Ports Association

EMPANELMENT OF TOWN PLANNERS/ URBAN PLANNERS/ARCHITECTS (INDIVIDUAL / FIRMS)

1. Introduction

India's ports comprise of 12 major ports and around 200 non-major ports along the coast and islands. The Major Ports except one i.e. Kamarajar Port (Ennore) are managed by the respective Port Trust Boards and the Kamarajar Port is in the form of Public Limited Company. All the Major Ports are administered by the Central Government under Ministry of Shipping. The total volume of traffic handled by all the Indian Ports during 2014-15 was 1052.00 million tonnes and the major ports account for around 55% of total sea-borne trade. The Government of India has formulated "National Maritime Agenda 2010-20" in which, a number of development projects has also been identified under five projects heads viz. deepening of channels, construction and re-construction of berths, procurement / modernization of equipments, hinterland connectivity and various other developmental works to be taken up, in order to meet the projected traffic and estimated capacity. The expected investment for the Major Ports from 2010-2020 is 127942.35 crores.

The detail of the expected investment under the National Maritime agenda is as under:

Sl. No	PROJECT HEAD	No. of Projects	Project Cost (Rs. In Crore)
1.	Port Development	36	70,178.19
2.	Port Modernization	32	9,982.80
3.	Port Led Development	33	1,50,657.80
4	Shipbuilding, Ship Repair and Ship Breaking	13	9,560.24
5.	Maritime Education, Training and Skill Development	4	1,191.50
6.	Inland Water Transportation and Coastal Shipping	27	7,414.14
7.	Investment Opportunities in Maritime States	46	37,754.00
8.	Cruise Shipping and Light House Tourism	9	3,202.48
9.	Hinterland Connectivity and Multimodal Logistics	36	1,13,376.00
10.	Green Port Initiatives	4	419.00
	TOTAL	240	4,03,736.20

Around 240 projects in the maritime sector for investment have been short listed. To execute these projects, Ports would require the services of the consultants to assist the Ports in various activities like preparation of Feasibility / Project reports, tariff proposals, appointment of LANDSCAPE ARCHITECTS (Individual/Firms), preparation of EMP reports, and project monitoring etc. To this endeavor, Indian Ports Association on the direction of Ministry of Shipping has been mandated to prepare a panel of consultants for the various types of consultancy services, which may help the Port Trust in speedy selection/ appointment of consultants as and when required.

The panel of consultants will be prepared through assessment of technical and financial capacity for various disciplines of consultancy services that may be required by the Ports with reference to the estimated cost of the projects. The panel so prepared will be valid for three years from the date of engagement.

2. Objective

The objective of this RFQ is to prepare a panel of LANDSCAPE ARCHITECTS (Individual/Firms) as a consultants for use by the major ports for the identified consultancy services that will be based upon the requisite track record and specialization of the empanelled applicants. The individual Major Port seeking Consultancy on their port activity shall then choose the most appropriate Landscape Architects(Individual/Firms) consultant from the empanelled list and invite competitive price offers from the relevant panel of Landscape Architects(Individual/Firms) (as prepared for the respective Categories) and at that time shall also prescribe Terms of Reference and Terms of Payment.

3. Broad role of Landscape Architects

A landscape architect is a person who designs the landscapes for areas ranging from single-building plots to neighbourhoods to large layouts and city-level plans

The role of a Landscape Architect includes site analysis, site inventory, land planning, planting design, hard and softscape designs grading, storm water management, sustainable design, construction specification etc

4 Entering into Agreement

On selection of the Landscape Architects(Individual/Firms), the concerned Major Port Trust will enter into agreement in the form prescribed by them. The format of agreement will be enclosed by the Port Trust while seeking financial offers.

The invitation of the applications for enrolment as Consultant for various Port activities above mentioned will have a stage of pre-bid conference before submission of final application for evaluation. The Pre-Bid conference will be held at 1430 hrs. on 08.08.2017 at IPA, New Delhi.

All the queries must be submitted upto one day before the pre-bid meeting. No fresh queries will be allowed thereafter. The clarifications will be issued as early as possible so as to leave at least 10 days time for submitting the bid.

5. Broad scope of work for Landscape Planners (Architects)

- Identification of issues related to proposed landscape development
- Collection of all data
 - Conduct of surveys
 - Soil surveys
 - Flora fauna
 - Water table/availability
 - Inventory of indigenous trees and shrubs
 - Site study
 - Study of plans
- Arrival the board landscape proposal/theme, through the requirement as land use/building use
- Preparation of concept landscape plan based on decided parameters and objectives
- Detailed plan
- Plantation programme with phasing
- Hardscape plans
 - Detailed layout plan including building and landscaped areas
 - All hard cover areas in detail (plans, sections, views)
 - Mobility Plan (pathway, driveway)
 - Electrification plan
 - Water piping network including mechanism for watering
 - Designing of waterholes, trenches etc, if any, for water retention
- Softscape plans
 - Plantation plan (showing all soft areas, the legend of plantation)
 - Sections (location along with planting details)
 - Mechanism of species-wise plantation as per requirement
- Broad Guidelines
- Implementation strategy/phasing based on plantation cycles, seasonal variations etc
- Phasing provision of infrastructure
- Maintenance manual
- Supervision during construction

6. Qualification Criteria for Empanelment of Landscape Architects(Individual / Firms)

Stage-I

- i. The bidders shall meet the following qualifying criteria. Average annual turnover during the last 3 financial years ending with 31st March 2013-14, 2014-15 and 2015-16 should be at least (refer table below)

Turnover Criteria in Rupees (Minimum) Landscape Architects	
Individuals	Firms
10 lakhs	50 Lakhs
	<i>(Refer Appendix 1)</i>

The Tenderer must provide their Net Worth certificates from their Statutory Auditors during the last 3 financial years ending with 31st March 2013-14, 2014-15 and 2015-16, which should be positive

- I. A minimum work experience of 5 years for bidders (Individual / Firm)
- II. Should have supervised and successfully executed a minimum of 3 major landscaping work costing not less than 40 lakhs each within the last 7 years.
- III. The bidder should be a member of Indian Society of Landscape Architects

Provided that IPA may relax the above conditions at its discretion, if otherwise found suitable in certain cases.

Stage-II (Short listing/Scoring criteria for empanelment of Landscape Architects(Individual/Firms).

6.1 Experience: Landscape Architects(Individual/Firms) (Total: 100 points)		
6.1.1	<p>The applicant should provide details of successful Land scape Planner (Individual/Firms) assignments in the last 07 years to demonstrate experience in providing the consultancy service, in the relevant Category</p> <p>For each assignment, the applicant should provide Completion certificate from the client detailing therein - the description for the nature of consultancy provided, the client’s confirmation for the satisfactory completion of work, total fees paid against the assignment, date of start and completion of work.</p> <p>Only after receiving the client’s completion certificate along with <u>all</u> abovementioned details would the bid be considered for evaluation</p>	<p>Demonstration of appropriate experience based upon the Category(ies) being applied for upto 100 points as per criteria given Appendix-I</p>
<p>Response : The applicant should submit clients completion certificate for each assignment to support their claim along with firm’s experience and team experience separately not more than 2 pages for specific assignments by the authorized person of the firm.</p>		

6.3 Empanelment will be based on the marks obtained on a minimum of 70 marks as per Appendix I for each Class and category

There is a Category Wise Empanelment based on marks obtained as follows:

CATEGORY	PERCENTAGE OF MARKS
Category A	$\geq 90\%$
Category B	$\geq 80\%$
Category C	$\geq 70\%$
Shall not be considered for empanelment	$<70\%$

7 General Conditions

- 7.1 The applicant will be required to submit their financial offer strictly on the basis of terms of reference provided by individual port without attaching any counter conditions and certificate to this effect has to be furnished.
- 7.2 The empanelment of consultants will be valid for three years or extended period as may be arrived at mutual consent from the date of original empanelment or any date stated in the empanelment letter.
- 7.3 The applicant has to submit along with each bid document ₹ 3,000/- as non-refundable application fee. This document fee shall be remitted by way of DD/ Banker's cheque drawn in favour of Indian Ports Association, New Delhi. However, the applicants, who have submitted application fee, either prior to pre-bid or on the date of pre-bid meeting will only be allowed to participate in the pre-bid meeting.
- 7.4 The empanelment made by IPA is intended to be used by all Major Ports.
- 7.5 In case of any dispute arising out of the empanelment, the decision of the IPA will be final.
- 7.6 For applicants who are subsidiaries of foreign companies (Equity of Foreign entity more than 50%) and if their turnover are claimed, the IPA/Major Port shall insist a letter from the Parent Company to make their services available to Indian Company as required and demanded by IPA/Major Port without any extra financial liabilities.
- 7.7 The applicant must be a well-established Town Planner and should be familiar with the branches of law for the Categories mentioned herein and specifically highlight their specific skill set for the same
- 7.8 The applicant should have regular set up of a team of Town Planner having sufficient experience.
- 7.9 Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
- (i) Made untrue or false representation in the form, statements required in the application document.
 - (ii) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
 - (iii) Submit fake, fictitious or fabricated documents in support of their work experience,

eligibility criteria etc.

- 7.10 It may be noted that after empanelment, Major Ports / IPA shall have sole right and discretion to allot the work to consultant(s) commensurate to their capabilities and capacities. No complaint /representation/ grievance shall be entertained by Major Ports / IPA in this regard
- 7.11 For the purpose of empanelment, applications received will be evaluated based on the details furnished and minimum criteria specified by the IPA para-5 above.
- 7.12 Applicant has to furnish following undertaking along with bid.

“I/we certify that in the last three years, I / we any of the consortium members have neither failed to perform on **any contract**, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part”.

8 Earnest Money Deposit

No tender will be considered which is not accompanied by a sum of Rs. 10,000/- (Rs. Ten thousand only) as Earnest Money Deposit. In the event of the bidder withdrawing the tender before the expiry of 180 (one hundred and eighty) days from the date of opening of the tender, the tender shall be cancelled and the earnest money deposit therewith forfeited by the IPA.

The Earnest Money shall be paid in the form of Demand Draft (DD) issue by a Nationalized Bank / Scheduled Bank drawn on New Delhi Branch of the Bank in favor of the Indian Ports Association, New Delhi. The EMD must be forwarded in separate cover (cover I) along with Tender. In case, it is not forwarded as stated above, the tender will be liable to be rejected. No cash remittance along with the tender will be accepted. The amount of earnest money will be refunded to disqualified Tenderers/non Short listed tenderers as soon as possible by IPA. No interest will be allowed on the earnest money from the date of receipt until it is refunded. EMD of successful bidders/Empanelled bidders will be retained for entire period of empanelment i.e. 3 years or such extended period by IPA.

9 Right to accept or reject any or all proposals

- 9.1 Notwithstanding anything contained in this document, the IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 9.2 The Authority reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

10 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this document. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an authenticated accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

11 Evaluation processes

The applications will be scrutinized as per the criteria given in the RFQ documents and a list of empanelled consultants will be prepared and communicated to all the Major Ports. The Major Ports as and when required will obtain financial offers (RFP) along with key personnel required specifically for the project from the Consultants who are empanelled and evaluated as below:

Key personnel	- 70 points
Financial Bid	- 30 points

12 Correspondence with Applicant

Given and except as provided in EOI/RFQ, the IPA shall not entertain any correspondence with any applicant in relation to be acceptance or rejection of any application.

IPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- (a) Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding process or modify the dates or other terms & conditions relating thereto.
- (b) Consult with any applicant in order to receive clarification or further information.
- (c) Empanel or not to empanel any applicant and/or to consult with any applicant in order to receive clarification or further information.
- (d) Retain any information and / or evidence submitted to the IPA by, on behalf of, and/or in relation to any applicant and/or.
- (e) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.

13 Fraud and corrupt practices

13.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.

- 13.2 Without prejudice to the rights of the Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 13.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm of the Authority in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with

any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14. Conflict of Interest

- 14.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- 14.2 It is necessary that the Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm provides professional, objective, and impartial advice and at all times hold the interests of the Port Trust as paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Port Trust.
- 14.3 Addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect share holding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply .to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this, indirect shareholding held through one or more intermediate persons shall be computed as follows:

14.3 (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

14.3 (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this "sub-clause" (bb) .if- the shareholding of such-person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity share holding of such intermediary; (b) a constituent of such Applicant is also a constituent of another Applicant; or (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or (d) such Applicant has the same legal representative for' purposes of this Application as any other Applicant; or (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Applicant; or (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel Advisor) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

The duties of the Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm shall not take up any assignment that by its nature will result in conflict with the present assignment; or (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, .its.

contractors or sub contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply In cases where the direct or indirect share holding or ownership interest of an Applicant, its Member or Associate (or any shareholder hereof having a share holding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be.) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor'(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to _ ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- 14.4 For purposes of this bid, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- 14.5 An applicant eventually appointed to provide consultancy by any port trust or any specific project and its associate, shall be disqualified from subsequently providing goods or works or services related to the construction and operation - of the same Project-and-any breach - of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion 'of the original assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this 'restriction shall not apply to consultancy/ advisory services performed for the Port Trust in continuation of a specific Consultancy or to any subsequent consultancy/ advisory services performed for the Port Trust in accordance with the rules of the Port Trust. For the avoidance of doubt, an entity affiliated with the Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm shall include a partner in the firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm, as the case may be, and any Associate thereof.

Guidance Note at Schedule

SCHEDULE
(See Clause 14.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 14.3 of the RFQ and shall be read together therewith in dealing with specific cases.
2. Landscape Architects should be deemed to be in a conflict of interest situation it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Landscape Architects should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Major Ports/IPA and empaneled Landscape Architects or between Landscape Architects and present or future concessionaries/contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Major Ports/IPA and Town Planners:
 - (i) Potential Landscape Architects(Individual/Firms) should not be privy to information from Major Ports/ IPA which is not available to others; or
 - (ii) Potential Landscape Architects(Individual/Firms) should not have defined the project when earlier working for the Major Ports/IPA
 - (b) Landscape Architects and concessionaires/contractors:
 - (i) No Landscape Architects(Individual/Firms) should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) No Landscape Architects(Individual/Firms) should be involved in owing or operating entities resulting from the project; or
 - (iii) No Landscape Architects(Individual/Firms) should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Major Ports/IPA who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by Landscape Architects . Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Major Ports/IPA. All conflicts must be declared as and when the Landscape Architects become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Town Planner’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese Walls approach than smaller companies. Although, “Chinese Walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese Walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by the Urban Planner, Architect, Landscape Planner (Architect) as an individual/firm coupled with provision of safeguard to the satisfaction of the Major Ports/IPA.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Landscape Architects drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when Landscape Architects advocate either an unnecessary boarding of the terms of reference or make recommendations which are not in the best interest of the Major Ports/IPA but which will generate further work for the Town Planners. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Landscape Architects to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Landscape Architects should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Major Ports/IPA at the earliest. Officials of the Major Ports/IPA involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Evaluation for Landscape Architects-Individuals						
Work Experience in Years	Criteria	5 years	10Years	15 Years	More than 15 Years	Maximum Marks
	Marks	5	8	10	15	15
Annual Turn Over	Criteria	=₹ 10 Lakhs To =< ₹ 15 Lakhs	>₹ 15 Lakhs To = <₹ 25Lakhs	>₹ 25 Lakhs To =<₹50 Lakhs	More than ₹ 50 Lakhs	
	Marks	5	10	15	20	20
Work Experience						
Large Landscape Projects	Criteria	Min 3 Projects of ₹ 40 lakhs and above	3 to 5 projects of ₹ 40 lakhs and above	6 to 10 projects of ₹ 40 lakhs and above	11 projects and above 1 project of ₹ 40 lakhs	
	Marks	5	10	15	20	20
Theme Parks such Chinese Garden, Medicinal Garden etc., with minimum area of 25 ha	Criteria	One Project	2 to 4 projects	5 to 8 project	More than 8 projects	
	Marks	5	10	15	20	20
Experience Water front Development	Criteria	One Project	2 to 4 projects	5 to 8 project	More than 8 projects	
	Marks	5	6	8	10	10
National and International awards	Criteria	One award	2 to 4 awards	5 to 8 awards	More than 8 awards	
	Marks	1	3	4	5	5
International Experience	Criteria	One Project	2 to 4 projects	5 to 8 project	More than 8 projects	
	Marks	5	6	8	10	10
TOTAL	Marks				100	100

Evaluation for Landscape Architects-Firms

Work Experience in Years	Criteria	5 years	10Years	15 Years	More than 15 Years	Maximum Marks
	Marks	5	8	10	15	15
Annual Turn Over	Criteria	=>₹ 50 Lakhs To =< ₹ 75 Lakhs	>₹ 75 Lakhs To = <₹ 1 crore	>₹ 1 crore To =<₹1.5 crore	More than ₹ 1.5 crore	
	Marks	5	10	15	20	20
Work Experience						
Large Landscape Projects	Criteria	Min 3 Projects of ₹ 40 lakhs and above	3 to 5 projects of ₹ 40 lakhs and above	6 to 10 projects of ₹ 40 lakhs and above	11 projects and above 1 project of ₹ 40 lakhs	
	Marks	5	10	15	20	20
Theme Parks such Chinese Garden, Medicinal Garden etc., with minimum area of 25 ha	Criteria	One Project	2 to 4 projects	5 to 8 project	More than 8 projects	
	Marks	5	10	15	20	20
Experience Water front Development	Criteria	One Project	2 to 4 projects	5 to 8 project	More than 8 projects	
	Marks	5	6	8	10	10
National and International awards	Criteria	One award	2 to 4 awards	5 to 8 awards	More than 8 awards	
	Marks	1	3	4	5	5
International Experience	Criteria	One Project	2 to 4 projects	5 to 8 project	More than 8 projects	
	Marks	5	6	8	10	10
TOTAL	Marks				100	100

Annexure – I

LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Empanelment of Landscape Architects(Individual/Firms)]in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE**A- Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B- Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

A) Organizational Experience

Sl. No.	Name of Entity with complete communication address.	Order No. and Date	Scope of Consultancy work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/ Project authority who could be contracted for further information.	Supporting Document

B) Gross Annual Revenue (in `)

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2013-14			
2014-15			
2015-16			

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. completion certificate for each of above mentioned assignments. The Competent Authority of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal. In case of selection, the details of work order, contract and completion certificate which have non-disclosure agreements shall be submitted for verification.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in RFQ, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm our associate/group firm have not indulged in any such activities which can be termed as the conflicting activities at this present moment. Further, we hereby agree to disclose any further conflicting activities, in case they occur, till the finalization of the bid. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.

Authorized Signature [in full and
initials]:

Name and title of Signatory:

Name of Firm:

Address: