

**NOTICE INVITING EXPRESSION OF INTEREST FOR EMPANELMENT OF LAW
FIRMS & Legal CONSULTANTS**

Visakhapatnam Port Trust, a statutory authority constituted under the Major Port Trusts Act 1963 invites "Expression of Interest" from eligible law firms and Legal consultants for empanelment. Further details on the Scope of the services etc. can be had by visiting www.vizagport.com.

S/d

SECRETARY

Terms of Reference (TOR)

1. General

- 1.1 The Authority (Visakhapatnam Port Trust) seeks the services of a qualified law firm / consultant to assist the authority in the legal issues. The legal assistance and legal advisory services that are to be provided to the Authority (collectively the “**Consultancy**”) are detailed hereinafter. The Terms of Reference (the “**TOR**”) and the scope of the Consultancy for this;PL; assignment are specified below.
- 1.2 The Firm/Consultant shall be guided in its assignment by the Government of India Guidelines, Regulations, licenses, tender/bid documents, Model Concession Agreement (the “**MCA**”), Model RFP, RFQ, pre-bid queries, various applicable statutes etc. and other connected and related records/documents forming part of the V.P.T. activities and the applicable rules, regulations, laws as amended from time to time.
- 1.3 The Firm/Consultant shall be responsible for assisting the Authority in all those legal issues that may arise out of and incidental to the functions, operations in respect of the existing as well as the future issues pertaining to Procurements, Contracts, Court Cases, PPP projects etc. wherever such assistance is required or felt necessary.
- 1.4 The Firm/Consultant shall assist the Authority and/or its consultants engaged for various purposes, by furnishing clarifications on the legal issues, vetting documents, drafting notices etc. as and when required.
- 1.5 The Firm/Consultant shall also participate in the conferences/meetings to be convened by the Authority with the necessary parties and personnel, for various purposes and assist the Authority in clarifying the connected legal issues/aspects.
- 1.6 The Firm/Consultant shall make available the Legal Experts or/and other Key Personnel to attend and participate in the meetings, conferences and discussions with the Authority (which includes its employees), consultants etc. and shall otherwise advise on and assist

the Authority in the diverse legal and commercial issues that may arise from time to time in respect of its various activities.

2. Objective

The objective of this assignment is to obtain the Consultancy from the Legal Adviser by the Authority for smooth administration, execution of various tenders/contracts, implementation of the PPP projects effectively in accordance with the contracts, guidelines, Govt. Policies, applicable laws etc.

3. Scope of Services

3.1 The scope of the services shall broadly be as follows;

- A. Offering Legal Opinions as and when required.
- B. Issuance of Legal notices on behalf of Authority to the concessionaire or any other party, in the event of any default or violation of the obligations under the License/Concession Agreement.
- C. Issuance of replies to legal notices received by the Authority.
- D. Vetting of letters, replies or any notifications to be issued by the Authority relating to these projects.
- E. Advise on the statutory compliances.
- F. Scrutiny of the agreements, work orders and other tender/contract documents, Concession Agreement, other related Project agreements (the “CA”), on the basis of the MCA (Model Concession Agreements) and other facts and records provided by the Authority.
- G. Advise the Authority on all legal matters associated with any of its activities. This will include a review of the relevant provisions of Applicable Laws in order to determine that the agreements/documents adopted or being used are compatible with the various provisions of law. In case of any incompatibility, the Legal Adviser shall recommend the course of action to be adopted.
- H. Preparation of a consolidated list of the approvals, consents, clearances etc. required from government instrumentalities;

I. Reviewing the relevant titles of the Authority and the permissions/approvals obtained by it; and also advise on and assist in obtaining the regulatory approvals and issues related thereto; and assist in preparation of the RFQ and RFP documents and in selection of the preferred bidder.

J. Shall assist the Authority in the meetings for providing clarifications to legal queries on the Bid Documents as well as those queries that may come across during the bid process or while implementation/execution & operation of the works/projects.

K. Shall represent the Authority before the various courts, Tribunals, Statutory Authorities etc., in respect of filing cases or defending the cases on behalf of the Authority.

L. Shall provide such other legal advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the issues, including but not limited to attending meetings, conferences and discussions with the Authority and shall otherwise advise and assist the Authority in the diverse legal and commercial issues that may arise from time to time for providing comprehensive services relating to the affairs and functioning of the Authority.

4. Period of contract and Payments.

4.1 The Consultancy Services shall be availed for three years initially, which may be extended for such further period at the sole discretion of the authority. The Firm / Consultant shall submit its detailed profile along with the profiles of the Legal Experts (Associates) and its key Personnel as proposed to attend the legal requirements of the Authority.

4.2 Payment for the Services shall be either a lump sum Annual Retainer Fee irrespective of the number of referrals or such fee as agreed otherwise for each of the referrals, made to the Firm/Consultant. Save and except as provided herein, no separate payment shall be made for

the costs relating to any other expenditure relating to conveyance, stationary, communications, etc., and also the Associate Lawyer(s), supporting staff of the Firm / Consultant and these shall be deemed to be included in the payment to be made for the services provided by the Firm / Consultant. Reimbursement of expenses relating to travel for participating in meetings and conferences or for any other Additional Costs shall be made as expressly agreed. Bills for such reimbursement may be submitted on a monthly basis.

- 4.3 The service charges payable if agreed otherwise for the services and also the amounts payable in respect of the other charges bills may be raised by the Legal Adviser once a month.

5 Reporting

The Legal Adviser shall electronically and by mail, submit monthly reports indicating the details of the references and their status (whether pending or disposed), to the Authority. Such time reports shall be submitted on the first day of the succeeding calendar month.

**INFORMATION ON THE PROCESS OF IDENTIFICATION OF THE
FIRM/CONSULTANT**

Interested Firms/Consultant may express their interest in providing the required services to the Authority along with the following information amongst any other appropriate information that may be felt relevant.

1. Complete Profile of the Firm/Consultant and the individual profiles of its team.
2. Consideration for the services may be furnished in two criteria. (1) The Annual lump sum consolidated retainer fee and (2) Fee for each referral indicating the fee separately for each of the service viz, opinion, issuance of notice/reply, vetting of letters, attending meetings etc.
3. The Authority shall in its own discretion evaluate and identify the Firm/Consultant considering the expertise of the team, services being offered, List of the clients etc. and for this purpose the firms may furnish the details of the major cases dealt and are being dealt by the firm/Consultant along with the cliental.
4. The Authority may avail services from either a single consultant/firm or multiple consultants/firms at its sole discretion.
5. This is only an expression of interest and the Authority reserves the right either to proceed with engaging the services of the firm/Consultant or abstain from proceeding further at its sole discretion.
6. The Authority reserves its right to enlarge or reduce the scope of services to be availed as per the need and necessity.