



CHENNAI PORT TRUST

MULTISKILL DEVELOPMENT CENTRE IN CHENNAI PORT IN PUBLIC PRIVATE PARTNERSHIP

INVITATION FOR EXPRESSION OF INTEREST (EOI)

Downloading the EOI Document from 19.06.2019 to 09.07.2019

Due date & time for EOI Submission 15.00 hrs of 09.07.2019

Chief Engineer
Chennai Port Trust
5th floor, Centenary building
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1. DISCLAIMER

- a. Though adequate care has been taken in the preparation of this Expression of Interest Document (EOI document), the applicant should satisfy himself/ herself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the issuing authority at below mentioned address latest by **1100 hours of 26 June 2019**, in case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

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- b. Neither ChPT nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document. Each prospective applicant should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source before submission of this EOI.
- c. Neither ChPT nor their employees or consultants will have any liability to any prospective applicant or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
- d. ChPT reserves the right to reject any or all of the EOIs submitted in response to this EOI document at any stage without assigning any reasons whatsoever. ChPT also reserves the right to hold, or withdraw or cancel the process at any stage under intimation to the applicants who submit the EOI.
- e. ChPT also reserves the right to modify or amend or add to any or all of the provisions of this EOI document or cancel the present Invitation and call for fresh Invitations.
- f. Neither ChPT nor their employees or consultants will have any liability in case of non-receipt of any correspondence from them to the Applicants due to the postal delays.
- g. If any information provided by the applicant in the application or any information provided by the applicant in response to any subsequent query by ChPT, is found to be incorrect or is a material misrepresentation of facts, then the application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of ChPT and if ChPT is adequately satisfied.

- h. In case the due date of application is holiday declared by State or Central Government, the next working day will become the due date for submission of application.
- i. Applicants should obtain all necessary clearances for participating in the EOI process prior to submitting their application and should ensure that they are eligible to participate in this EOI process.
- j. The application process with respect to this EOI (the “Application Process”) shall be governed by, and construed in accordance with, the laws of India and the Courts at ChPT shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this EOI and the said application process.
- k. The applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during and subsequent to the Application Process. ChPT shall reject an application 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 in the Application Process.
- l. For the purposes of Sub-clause (k) above, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Application Process; or (ii) engaging in any manner whatsoever, whether during or after the Application Process, with any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical adviser of ChPT in relation to any matter concerning the Project;
 - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Application Process;
 - iii. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Application Process;
 - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the ChPT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Application Process;
 - v. **“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 Application Process and subsequent bidding process.

2. SCHEDULE OF EOI PROCESS

The indicative timelines of the Expression of Interest process are mentioned in the table below.

Activity	Scheduled date
Issue of EOI document	19.06.2019
Due date for submission of queries on the EOI	26.06.2019 at 11.00hrs
Pre bid Conference	26.06.2019 at 11.30hrs
Issue of clarifications to queries on EOI	29.06.2019
Due date for EOI submission	09.07.2019 at 15.00hrs

3. INTRODUCTION

Background

The vision of the Sagarmala programme is to reduce logistics cost for EXIM and domestic trade with minimal infrastructure investment. The main components of the programme are port modernization & new port development, port connectivity enhancement, port-led industrialization and coastal community development. Skill Building in the Port and Maritime Sector is of great importance for the success of the Sagarmala programme. In particular, availability of skilled manpower in maritime logistics enhances efficiency and provides tremendous improvements in logistics costs.

Convergence of Sagarmala with other Central Ministries for Skill Development

Ministry of Shipping had undertaken Human Resource Skill Requirement studies in 21 coastal districts. The report has brought out skill gaps in the identified districts along with projects to be implemented, additional skilled manpower requirement in the next 5 years, training infrastructure available, their seating capacity, the courses being run there and duration, etc. Ministry of Shipping is working in convergence mode with Deen Dayal Upadhyay Grameen Kaushal Yojana (DDU-GKY) of Ministry of Rural Development (MoRD) to implement the report and funding skill development projects relating to Port & Maritime sector .

Sagarmala works with The Ministry of Skill Development and Entrepreneurship (MSDE) through its stakeholders including National Skill Development Corporation (NSDC), Sector Skill Councils (SSCs) and the flagship scheme of Pradhan Mantri Kaushal Vikas Yojana (PMKVY) and the Pradhan Mantri Kaushal Kendra (PMKK) initiative. It has set up a Multi skill Development Centre in JNPT in convergence with MSDE. Further, more such centres are envisioned to setup at all major ports. These centres are to be best-in-class skill development centres running industry-driven courses.¹

¹ Guidelines for setting up Pradhan Mantri Kaushal Kendra – NSDC website.

Project Details

To develop training capacity for Port and Maritime sector, Sagarmala., Ministry of Shipping wants to setup Multi skill development centre at ChPT in Public Private partnership mode for operations maintenance and transfer(OMT). This port will provide ready to use built up area for use by the Operating partner to set up training center. The centre will be located in Rajaji Salai, (Near Royapuram Bridge), Chennai- 600 001. The private operating partner will be responsible for setting up, operation, maintenance & management of the skill development centre as the next step.

The Operating Partner from the private/non-governmental sector will ensure professional management and training in the centre with prudent and efficient operations, and optimum utilization of the facilities and resources. ChPT through a transparent competitive process intends to partner with technical and/or professional agencies with relevant experience and market credence, either as an individual agency or as a consortium of agencies or an industry bidy to successfully operate the MSDC and impart market relevant skills to target aspirants.

The Ministry of Shipping will provide handholding to operating partner from its skill development convergence schemes with other central government Ministries- The Ministry of Skill Development and/or Ministry of Rural Development. Under the convergence programme , The Ministry of Skill Development can provide a soft loan of Rs 70 Lakh under its PMKK scheme(if required) and allocation of PMKVY job roles for training in maritime logistics sector. Some applicants may not need the PMKK loan, hence, the Operating Partner must indicate whether PMKK loan is required or not. If PMKK funding is required it will happen as per the already existing guidelines of PMKK. Consequently, this center and training partners will be ratified by PMKK Committee. This will ensure that funding (as per laid down norms) is available to operationalize this center. The sustainability of the centres shall be supported through dedicated training numbers under Pradhan Mantri Kaushal Vikas Yojna (PMKVY) or its successor schemes (any other scheme under MSDE) or DDU-GKY implemented by the Ministry of Rural Development or DDU GKY- Sagarmala Convergence Programme jointly implemented by Ministry of Rural Development and Ministry of Shipping . In addition, operating partner can also harness support through industry bodies, associations, CSR, fee based programs as well in the centre. Logistic Sector Skill Councils (LSC) will develop standards and curriculum, and will be responsible to conduct National Skills Qualification Framework (NSQF) assessments of trainees.

The Project would be implemented in accordance with the terms and conditions stated in the agreement to be entered into between ChPT and the selected Bidder (the “Agreement”)

This document captures the eligibility criteria for Operating Partner and formats for submitting expression of interest for becoming the Training Operating Partner for the PMKK in Maritime logistics.

Role of the Operating Partner (Bidder)

The responsibility matrix outlining the responsibilities of ChPT and the Operating Partner is tabulated as below:

S.N	Activities of MSDC	PORT	OPERATING PARTNER	Remarks
1	Concession Period	----	YES	initial period of 5 years, which is extendable to 2 terms of 5 years each based on satisfactory performance of the Operating Partner
2	Renewal of contract	YES	YES	Equal to concession period but based on performance
3	Revenue Sharing	YES	YES	----
4	Construction/Renovation/Repair	Whole responsibility (already completed) including structural and electrical audit if requested. However, if old building, renovation, whitewashing, painting, etc. will be done.	Any further modification required and interiors to run training programmes.	----
5	Any further interior work, including furniture and fixtures	----	Whole responsibility	----
6	Electricity, security, water housekeeping etc. and other routine operational expenditure works	----	Whole responsibility	----
7	PMKK Funding, if required or other Central Govt Programmes with which MoS has a convergence programme.	Guidance and Advocacy Support through MSDE-NSDC. Guidance by PMKK Team	Whole responsibility	----

8	Procurement of Training tools, equipment, machinery & furniture	----	Whole responsibility	----
9	Student mobilization	----	Whole responsibility	----
10	Counseling	----	Whole responsibility	----
11	Training	----	Whole responsibility as per PMKVY/Scheme Guidelines, Allocation through SMART for training centre – support by MSDE – NSDC	----
12	Quality assurance/Monitoring	Criteria and procedural prescriptions for course relevance	Responsible for implementation	----
13	Internship/Apprenticeships	----	Whole responsibility	----
14	Assessment and Certification	Criteria and procedural prescriptions for courses	Whole responsibility as per SSC norms	----
15	Placement	----	Whole responsibility	----

Under PMKK Guidelines, the training partner would have to apply for the PMKK Loan. If only the status of PMKK is required and loan is not required, another, application would have to be submitted. All such applications need to be as per the PMKK guidelines. Broadly, under PMKK following roles for training partner have been mentioned (partners interested in PMKK Loan should ensure that they meet all criteria of PMMK Guidelines):

1	Infusion of Promoter Contribution
2	Compliance with collateral requirement (collateral for PMKK as per guidelines)
3	Identification of Site for PMKK (ALREADY DONE)
4	Setting up of PMKK in compliance with: PMKK Infrastructure and Branding Guidelines
5	Specification of Lab Equipment and Machinery
6	Procure and deploy Lab Equipment and Machinery
7	Content Curriculum
8	Trainer identification, selection and deployment and Training of Trainers
9	Centre Operations (Centre Advocacy, Mobilization, Counselling, Training Delivery)
10	SSC Affiliation

11	Guest Lectures from Industry Professionals
12	On the Job Training
13	Placement and Industry Connect
14	Coordination with NSDC/MSDE/SSCs

To ensure highest national/ international standards are adhered to in the setup and operations of PMKK, it is envisaged that training be administered and implemented by the Operating Partner with deep domain expertise and experience in Port and Maritime Logistics sector. The key roles and responsibilities of the Operating Partner are envisaged to be the following:

Operating Partner will be responsible for the PMKK in terms of its administration, conduct of the training programs, ensuring the quality of training in accordance with the QP/NOS set by relevant SSC resulting in third-party assessment and certification as per SSC guidelines and finally placements.

- Briefly, Operating Partner will be responsible for the training project implementation i.e. mobilization, training, assessment, certification, placement and post placement activities. Operating Partner will draw out the Annual Training Schedule based on the demand for the job roles from the Industry. Such training schedules must be backed with placement of successfully trained candidates in that particular job role. It should also match with the numbers projected by the NSDC for training under PMKVY.
- Operating Partner may select other training partners for delivering training in domain wherein other agencies have more expertise than the operating partner. qualified trainers, curriculum and delivery systems to provide training as per NSDC/Sector Skill Council Standards in line with National Skills Qualification Framework (NSQF) for implementation of skilling programs under the Project and Training Programme, The Training Institute shall be responsible for preparing all training material including occupational and training standards for the Project and Training Such selected Training Partners must be affiliated with the SSC/NCVT.
- Operating Partner will be responsible for placements and hence must interface with the Industry Associations and Companies in order to have complete visibility of the labour market especially current trends in employment.
- While maintaining the project sustainability, Operating Partner must ensure the goals of PMKK are met.
- All the courses being offered should be aligned to NSQF QP/NOS.
- Training duration and quality should ensure end goal of employment.
- The Operating Partner will share a percentage of revenue with ChPT as mutually agreed.
- Monthly Progress Report (MPR) to ChPT along with centre contact details In addition to this, the training partner can provide Training Calendar
- Training Programmes – completed, ongoing, commencing during the month

- Completed – Candidate details (completed/dropout), assessment date, certification status
 - Ongoing – Trainee details, dropouts, etc.
 - Commencing – Selection date, location, local point of contact
 - Photographs of the current batch and videos of all important events like selection, assessment etc.
- The partner shall ensure that important events like selection process, conducting of training programmes etc. shall be photographed for record. During the implementation of any activity, the expenditure on photographs and videography and for other related material to the Project and Training Programme shall be borne by the partner

4. INVITATION:

ChPT now invites Expression of Interest (EOI) from eligible (refer PMKK guidelines) national and international professional agencies and business houses, industry bodies engaged either in the business of logistics or logistics management services or in providing vocational skill training or in administering educational services, with keen interest to operate, maintain and manage MSDC at Rajaji Salai, (Near Royapuram Bridge), Chennai- 600 001, ChPT, and in imparting maritime logistics industry-relevant skills. Interested agencies with required qualification and experience may submit their EOI applications as per the prescribed format attached under Annexure I of this document, along with details and supporting documents as specified therein.

ChPT reserves the right to modify, cancel, suspend or terminate any aspect of the EOI process at any time, for any reason, without giving prior notice and ChPT (including their officers, employees, consultants) will not be bound by this EOI. It is clarified that any applicant/consortia, who do not respond to this EOI will not be allowed to participate during the Request for Proposal (RFP) stage, where a competitive bidding process for selection of the Operating Partner for the MSDC will be carried out among the successful EOI applicants

5. SCOPE OF PROJECT

The project envisages establishment of a maritime logistics multi-skills development centre in line with international standards and equipped with state of the art skill training facilities. The scope of project shall include the following. The detailed obligation of the parties shall be provided in the RFP document.

- a) ChPT will make available ready to occupy infrastructure facility (leaving interiors) and handover the same to the operating partner, selected through a transparent competitive bidding process, for a concession period of minimum 5 years extendable to two terms of 5 years each based on performance of the applicant and subject to terms and conditions mutually agreeable.
- b) The selected Operating Partner during the concession period shall: -
 - Operate and maintain the infrastructure facilities of the MSDC
 - Provide maritime logistics courses that make difference to logistics costs and will be

monitored by objective indicators. Job roles will be decided together with MoS, ChPT, Sector Councils concerned and NSDC.

- Procure and install required training equipment for delivering the skill training programmes
 - Offer market-relevant industry oriented skill training programmes in the MSDC
 - Create awareness, mobilize candidates and play a role in creating the skill ecosystem in the catchment. .
 - Establish industry linkages for knowledge support, internships, apprenticeships and placements etc.
 - Assess and certify the candidates successfully completing the training programmes by third party assessments by national bodies (SSC/NCVT). ChPT encourages the Operating Partner to adopt international standards and provide international certifications to the candidates in the MSDC.
- c) The Operating Partner shall transfer the MSDC facility back to ChPT in usable condition upon expiry of concession period. The Operating Partner shall be allowed to take back the training equipment installed by it.
- d) The MSDC shall be governed by a Governing Committee comprising of members from ChPT and MoS and NSDC.
- e) The shared revenue of ChPT will be used for the following purposes :-
- i) Monitoring of the centre
 - ii) Students welfare activities leading to direct impact on job readiness and employment for activities not covered under the scheme e.g merit scholarships, post placement ease of adjustment.
 - iii) Any other purposes Governing Committee feels appropriate to promote maritime logistics skill development in the country.
- f) The centre is encouraged to take up paid courses and an annual plan for it will be required.
- g) All procurement of training tools, equipment & machinery required will be done by the operating partner.
- h) The need for PMKK loan must be mentioned by the selected operating partner at the time of the MoU signing, if it is not mentioned then it will not be taken up at a later stage
- i) All internships, apprenticeships and placements is the responsibility of the operating partner
- j) No further interior work will be done by the Port. Any additional interior work including furniture and fixtures will be done by operating partner
- k) Operating partner will bear electricity, security, water etc. and other routine operational expenditure works.
- l) No further structural modifications will be done by the Port.
- m) A DPR of the project will have to be submitted within 10 working days of the letter of selection.
- n) In case training is not started within 30 days of signing the MoU, the MoU will be

called off.

- o) All meetings with potential partners and finalization of partnerships is solely the responsibility of the operating partner
- p) Potential Operating partners are required to study and vet the MoU enclosed in annexure. Suggestions on changes may be mentioned in writing at the time of presentation of operating partners
- q) If any major repair work is required, it should be mentioned at the time of signing of MoU. No further requests of repair will be taken up.
- r) The MoU will be signed within 7 days of selection of Operating Partner.
- s) The operating partner will appoint qualified trainers and arrange for assessment and certification by the Sector Skill Council concerned.

6. ELIGIBILITY CRITERIA:

Interested agencies satisfying the following NSDC PMKK eligibility criteria (refer <https://www.nsdcindia.org/New/sites/default/files/files/PMKK-Guidelines-26-July-2017.pdf> for minimum eligibility conditions) in conjunction to the following can submit their EOI applications, either as a single entity or as a consortium of entities(2) represented by a lead- entity:

- a) The applicant (each member in case of consortium) should be a legal entity registered in India and should be of the legal form of Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust/ Corporate Foundation/ Educational Institution/ any other legal entity as per the applicable legislations in India
- b) The applicant (represented by the lead-entity, either by itself or by any member of its consortium) should demonstrate their qualification against the prescribed eligibility criteria (technical and financial) as stated herein:

Technical Eligibility Criteria:

- i. Should have either operated/ operating a business establishment within the logistics/Port and Maritime Sector for the last 2 years,

or
- ii. Should have at least 2 years of experience in providing and/or managing educational services or industry-relevant skill training approved/ aligned to the respective industry standards or national standards. Experience in large- scale mobilization (more than 1000 trainees per annum in last 3 years) and delivery of maritime logistics skill training will be preferred. In the case where such training has been administered to captive employees/in plant training , an auditor's certificate/ CEO declaration acknowledging the scale of such training, including acknowledgement of its industry alignment and nature of training conducted, will need to be provided as a support document to validate such credential

Financial Eligibility Criteria:

- iii. Should have an average annual turnover of at least INR 15 crore during the past 3 years for the applicant entity or at least one member in case of consortium (but the same shall not be considered as a combined turn-over of all the consortium members) And
- iv. Should have net worth of at least INR 5 crores by the end of the last financial year i.e. FY 2018-19 or FY 2017-18 [whichever is the most recent reference period of audited statement available] for the applicant entity or at least one member in case of consortium (but the same shall not be considered as a combined net worth of all the consortium members).
 - a. In case of consortium, the number of members of the consortium shall not exceed 2 members. The applicant shall submit the copy of letter of associations from the consortium members in the format attached under Appendix VII of this EOI. In case of consortium, the applicants need to comply with the following additional provisions:
- v. The letter of associations should mention the roles & responsibilities of the consortium members in the Project
- vi. The applicant will not be allowed to change the consortium members and composition of the consortium at the RFP stage where a competitive bidding process for selection of the operating partner for the MSDC will be carried out among the successful EOI

applicants.

- vii. Applicant need to submit a power of attorney appointing the lead member in the format attached under Appendix IV of this EOI.
 - a. Applicant (either the lead entity or any member of the consortium) should not have been blacklisted by any State Government/ Central Governments / Donor Agency during the past 5 years of its operations.
- viii) Applicants financial results of past three years supported by audited accounts and Income Tax Certificate for last three years along with Certificate of Registration, PAN, GST registration etc. be submitted.

Based on the applications received ChPT shall evaluate the documents submitted by the applicants along with the EOI. ChPT shall request for a presentation from the applicants before finalization of the shortlist. Where there is a requirement for clarifications, the official designated from ChPT shall through email request for such clarifications in writing. Response to such requirement should be submitted within 5 business days of such communication from ChPT.

Earnest Money Deposit

- i. An EMD of Rs. 1,00,000.00 (Rupee One Lakh Only), in the form of Demand Draft(DD) drawn in favour of “The Chairman, Chennai Port Trust”, payable at Chennai has to be submitted along with the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within 45 days of award of job.

The EMD shall be forfeited by the Employer in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the first ranked consultant withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

Subcontracting

No subcontracting can be done without the written approval of competent authorities.

7. SELECTION CRITERIA

ChPT will constitute a selection Committee which will carry out the entire valuation process. The selection committee shall evaluate the Technical Proposal on the basis of the evaluation criteria specified below:-

S.No	Criteria	Marks
1	Organization Profile, Team Qualifications, Work and Organizational Capacity	40
1 a	Organization Profile – Reputation and experience	10
1 b	Team Members/Faculty profile – Relevant experience, skills & competencies and qualifications(<i>Will be evaluated on the basis of the years, quality & relevance of their experience. 20% Marks would be provided for number of projects & 80% for quality of work</i>).	10
1c	Organization of the team, roles and responsibilities	10
1d	Project Experience in Logistics and in particular Maritime Logistics Details of projects related to skill development, skill training, skill gap analysis and livelihood generation undertaken by the Partner in India in the last 5 years (<i>20% Marks would be provided for number of projects & 80% for quality of work</i>).	10
2	Financial Sustainability	40
2 a	Gross annual turnover of the firm (as an average of last 2 years' revenue in India)* = or >15Cr. – 3 Marks >25 Cr. – 5 Marks >50 Cr. – 10 Marks	10
2 b	Financial sustainability plan (incorporating, not needing a PMKK Loan, non PMKVY training etc)	10
2 c	Revenue Sharing % age proposed based on the revenues projection made in Appendix VIII. All costs as per common norms and PMKVY guidelines	20
3	Approach and Methodology	20
3 a	Quality of the proposed approach and methodology and Impact envisaged	5
3 b	In-plant Training/Apprenticeship Training or fees based skill development courses	5
3 c	Placement numbers and quality of placement in the logistics sector	10

8. EOI SUBMISSION

EoI shall be submitted in the prescribed format from Appendix I to Appendix IX along with supporting documents as required. The envelope containing the EOI application shall be superscribed with **“Expression of Interest for Operation, Maintenance and Management of MSDC, at Chennai Port Trust”**. **The envelope shall also clearly indicate the name of the applicant(s) with full details of communication coordinates.** The EOI shall be submitted on or before 15:00 hrs on 09.07.2019 at the following address:

Chief Engineer
Chennai Port Trust
5th floor, Centenary building
Rajaji Salai, Chennai-600001,India
Email: secelbs@gmail.com
Phone No: +91 44 25360646

Submission of EoI application by fax, email or other electronic means will not be accepted. It is the responsibility of the interested agency alone to ensure that its EoI is delivered at prescribed address within the stated timeline.

9. ANNEXURE I: FORMATS OF EOI APPLICATIONS

S No.	Formats
1	Appendix I: Covering Letter
2	Appendix II: Details of Applicant
3	Appendix III: Power of attorney in favour of authorized signatory for signing the EOI application
4	Extract of charter documents or board resolution in favour of the executants of the Power of Attorney (Appendix III) for the delegation of power
5	Appendix IV: Power of attorney in favour of the lead member of the consortium
6	Extract of charter documents or board resolution in favour of the executants of the Power of Attorney (Appendix IV) for the delegation of power
7	Appendix V: Details of experience
8	Appendix VI: Format for Financial Details
9	Appendix VII: Format for letter of association forming consortium
10	Appendix VIII: Revenue Projections
11	Appendix IX: Format for providing suggestions on the Project
12	Appendix X: Key Details of the building and area

Appendix I: Format of Covering Letter

(To be submitted on letterhead of the applicant)

Dated:

To,
Chief Engineer
Chennai Port Trust
5th floor, Centenary building
Rajaji Salai, Chennai-600001, India

Sub: Expression of Interest (EOI) for operation, maintenance and management of MSDC

Dear Sir,

1. With reference to your EOI document dated, M/s _____/Consortium of M/s _____, M/s _____ hereby submit the EOI application for the subject .
2. I/we certify that all information provided in the application are true and correct.
3. I/we understand that this EOI is binding in nature and ChPT reserves the right to follow a closed competitive bidding process within the successful EOI applicants pursuant to this EOI process or follow any other method for selection of Operating Partner at its own discretion or as directed by the Government.
4. I/ We acknowledge that the right of ChPT to reject our application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/we understand that ChPT reserves the right to modify, cancel, suspend or terminate any aspect of the EOI process at any time, for any reason, without giving prior notice and ChPT(including their officers, employees, consultants) will not be bound by this EOI.
6. I/we undertake that, we will not change the consortium members/composition of the consortium in case we are short listed by ChPT for participation in the next stage. We understand that in case the consortium members/composition of the consortium is changed, we will not be eligible for participation in further stages.¹

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the applicant)

Date:

Place:

¹ This is applicable in case of consortium. In case of single entity, please delete the sentence

Appendix II: Details of Applicant

(To be provided by each member in case of consortium)

- i. Particulars of applicant:
 - a. Name:
 - b. Constitution:
(Partnership Firm / Private Limited Company / Public Limited Company / Society / Trust/ Corporate Foundations/ Educational Institutions/ any other legal entity as per the applicable legislations of the respective country to which the applicant belongs)
 - c. Place of incorporation:
 - d. Address of the corporate headquarters and its branch office(s):
 - e. Date of establishment/registration/incorporation and/ or commencement of business:
- ii. Brief description of the applicant including details of its main lines of business, current activities, background of promoters and management structure etc.
- iii. Details of individual(s) who will be the authorized signatory for the Chennai Port Trust:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax number
- iv. Details of individual(s) who will serve as the point of contact/ communication for the ChPT:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:

Note: The applicant shall be required to attach Copy of its registration/incorporation documents in support of its constitution.

**Appendix III: Power of attorney in favour of Authorized Signatory for
signing of EOI application**

(To be submitted by the applicant or lead member in case of consortium)

Know all men by these presents, We, _____
_____(Name of the firm and address of the registered office)do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms(Name), son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our applications for the “Operation, maintenance & management of MSDC in ChPT on PPP Mode (the “Project”)” including but not limited to signing and submission of applications and other documents and writings, participate in pre-application conferences and providing information / responses to ChPT, representing us in all matters before ChPT and generally dealing with the ChPT in all matters in connection with or relating to or arising out of applications.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20 ____ .
For _____

(Signature)
(Name, Title and Address)

Accepted
(Signature)
(Name, Title and Address)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s)*
- The applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- This Power of Attorney is to be provided on a non-judicial stamp paper of appropriate value or any other legally equivalent document as permissible under the laws of the respective country, provided that the document is duly authenticated and/or notarized by the relevant authority.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix IV: Power of Attorney in favour of Lead Member of Consortium

This power of attorney is made on this _____(Please insert date)of _____(Please insert month), _____(Please insert year)

We, _____(Name of Non-lead member 1)of _____(address of Non- lead member) do hereby appoint and authorize _____(Name of lead member)of _____(address of lead member) to represent the Consortium in all matters in relation to provide information and respond to enquiries etc. as may be required by ChPT in connection with the operation, maintenance and management of Multiskill Development Centre(MSDC) in ChPT on PPP mode (hereinafter referred as "Project"). The lead member is further authorized to conduct all business in relation to EOI process and subsequent bidding process for and on behalf of the Non-lead member and in the event that the Consortium is awarded the Project, during the finalization of agreement. Furthermore, the lead member is hereby authorized to sign and file relevant documents in connection with any and all matters related to the preparation and submission of the EOI application and do all or any of such acts, deeds or things as are necessary or required or incidental to the preparation and submission of EOI application for the Project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by the said lead member pursuant to and in exercise of the powers conferred by this power of attorney and that all acts, deeds and things done by the said lead member in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the consortium.

IN WITNESS WHEREOF WE DO HEREBY PUT OUR SIGNATURE ON THE DAY, MONTH AND YEAR MENTIONED HEREIN ABOVE

(Non-Lead Member's Signature)

Name:

Accepted (Lead member's Signature)

Witness 1 _____

Name:

Address:

Witness 2 _____

Name:

Address:

Note:

To be provided only in case of Consortium. This Power of Attorney shall be provided (either individually or jointly) by all the Non-lead members nominating the lead member of the Consortium).

This Power of Attorney is to be provided on a non-judicial stamp paper of appropriate value or any other legally equivalent document as permissible under the laws of the country ,provided that the document is duly authenticated and/or notarized by the relevant authority.

In the event that pursuant to the internal policy of any non-lead member ,if it is not possible for them to provide a Power of Attorney, then a resolution of the board of directors taken in that regard shall be accepted

Appendix V: Details of Experience

(To be provided by each member in case of consortium)

Name of applicant/member of consortium:

A. Organization in logistics industry or logistics skill training industry:

S. No.	Name of the organization	Key Experience Details	Year of incorporation and/or year of commencement of business

or

B. Experience in skilltraining:

S. No.	Name of the training programmes	Name and address of the skill training institutes in which the programme is being offered	Year since which, skill training is being offered

Annual number of trainees mobilized

S. No.	Year	Number of trainees mobilized

(Signature, name, designation of the authorized signatory of applicant)

(Name and seal of the applicant)

Date:

Place:

Note: Appropriate documentary evidence need to be provided in support of the above experience. In the case where skill training has been provided to captive employees, an auditor's certificate/ CEO declaration acknowledging the scale of such training, including acknowledgement of its industry alignment and nature of training conducted, will need to be provided as a support document to validate such credential

Appendix VI: Financial Details

(To be provided by each member in case of consortium)

Name of applicant/member of consortium:

A. Annual Gross Revenue for last 3 Financial Years(FY)

S No.	Particulars	FY <u>2016-17</u>	FY <u>2017-18</u>	FY <u>2018-19</u>
1	Gross Revenue from Logistics Business			
2	Gross Revenue from Skills Training			
3	Gross Revenue from activities other than (1) and (2)			

Note: Mention NA for not applicable

B. Net Worth of last financial year:

S No.	Particulars	Amount
A	Subscribed and paid up equity capital	
B	Add: Reserves & Surplus	
C	Less: Revaluation reserves	
D	Less: Miscellaneous expenditure not written off	
	Net Worth (A+B-C-D)	

C. Percentage revenue sharing proposed

D. Is Pradhan Mantri Kaushal Kendra (PMKK soft loan required(Yes/No) ?

(Signature, name, designation of the authorized signatory of applicant)

Note:

Annual audited financial statements of last 3 financial years need to be submitted in support of the above. A certificate from Statutory Auditor/Chartered Accountant certifying the above should be submitted

Appendix VII: Format of Letter of Association forming Consortium

(To be submitted on letterhead of the consortium member)

Dated:

To,

(Name and address of the lead member)

Sub: Expression of Interest (EOI) for operation, maintenance and management of MSDC in ChPT

Dear Sir,

1. With reference to the EOI document dated, M/s_ _ _ is here with associated with M/s _ _ _ _ _ and formed a consortium for the subject project.
2. Our roles &responsibilities in the project includes:
.....
.....
.....
3. I/we understand that the EOI is binding in nature and we will be associated with the Consortium in case we are short listed for participation in the next stage.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal)

Date:

Place:

Appendix VIII: Revenue Projections

Please submit revenue projections based on courses to be taught, duration, etc. in a one page tabular format. Please visit the centre to a sound understanding of space, local/outstation student mobilization possible, market demand etc. A copy of the skill gap study done by the MoS can be shared to desirous bidders.

Appendix IX: Format of write up on Understanding of Project and Suggestions

Please provide a brief write up on:

- Understanding of Project concept and objectives
- Views on proposed operating model and suggestions, if any
- Expected support from ChPT Port
- A write up of minimum 2 page (A4 size) on proposed approach & methodology including operational plan for the project and potential for skill training in MSDC
- Any other suggestions relevant to the project

Appendix IX: Summary of Application (pls limit to two pages max only)

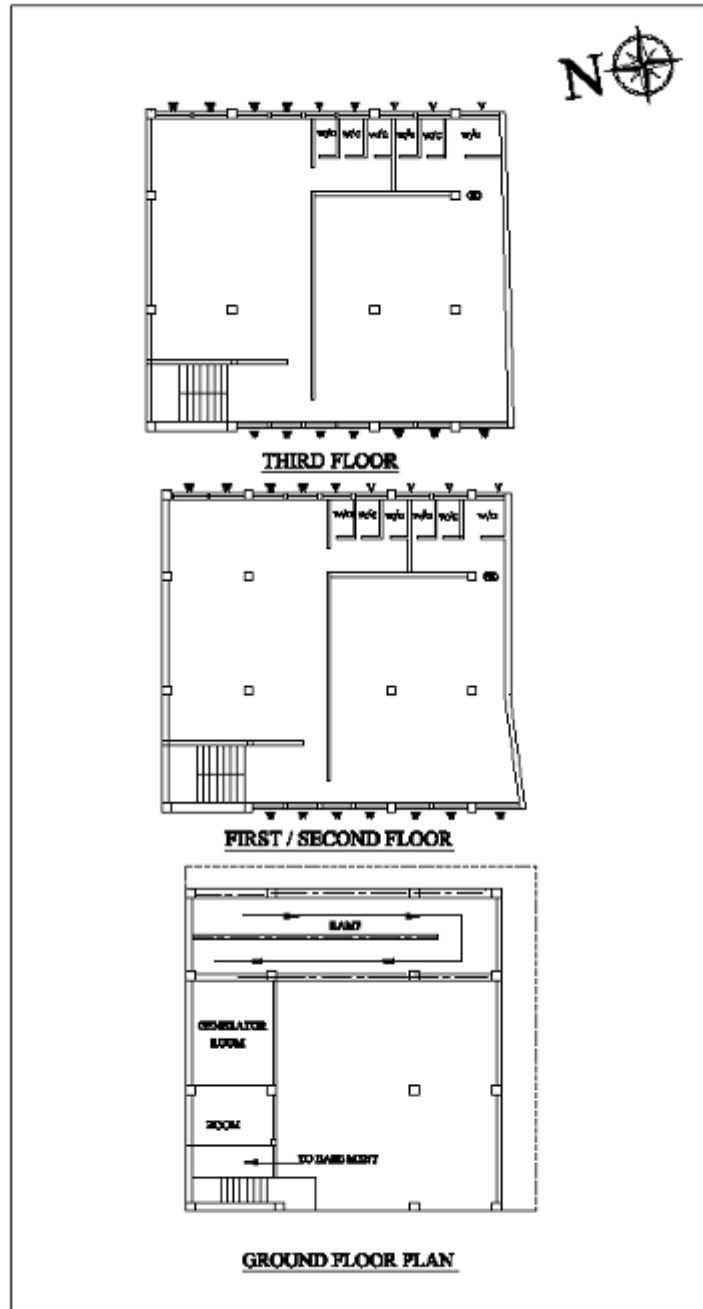
S.No	Item	Applicant's writeup
1	Organization Profile, Team Qualifications, Work and Organizational Capacity	
1 a	Organization Profile – Reputation and experience	
1 b	Team Members/Faculty profile – Relevant experience, skills & competencies and qualifications	
1c	Organization of the team, roles and responsibilities	
1d	Project Experience in Logistics and in particular Maritime Logistics Details of projects related to skill development, skill training, skill gap analysis and livelihood generation undertaken by the Partner in India in the last 5 years (
2	Financial Sustainability	
2 a	Gross annual turnover of the firm (as an average of last 3 years' revenue in India)	
2 b	Financial sustainability plan (incorporating, not needing a PMKK Loan, non PMKVY training etc)	
2 c	Revenue Sharing % age proposed	
3	Approach and Methodology	
3 a	Quality of the proposed approach and methodology and Impact envisaged	
3 b	In-plant Training/Apprenticeship Training or fees based skill development courses	
3 c	Placement numbers and quality of placement in the logistics sector	

Appendix X: Key Details of the building and area

R.C.C. structure having total built up area of about 765 sq. mtrs. which comprises of ground plus three floors and from first floor to 3rd floor having common toilet blocks, being situated at Rajaji Salai, (Near Royapuram Bridge), Chennai- 600 001.

Note: If any applicant wants to visit the centre, may contact Executive Engineer(C)LBS 044-25312367

-----X-----



DRAFT MEMORANDUM OF AGREEMENT

AGREEMENT FOR OPERATION AND MANAGEMENT OF MULTI-SKILL DEVELOPMENT CENTRE

This Agreement is made and executed on _____ this _____ day of July , 2019 between -ChPT and having its Registered Office at , (hereinafter referred to as “**Port**”) of the **FIRST PART**

AND

_____, an institution established under _____ Act, and having its main campus at _____ (hereinafter referred to as “**Operating Partner**”) of the **SECOND PART**.

WHEREAS the ChPT seeks to providing technical training to employees of ports, unemployed youth, project affected persons and to the persons nominated by various organizations through Central Government schemes, CSR activities, etc. at Multi Skill Development Centre (**MSDC**) under Pradhan Mantri Kaushal Kendra Scheme to create suitable skilled workforce in different disciplines to cater to diverse requirements of maritime logistics, port users, and other industries.

AND WHEREAS the ChPT in respect of an independent structure having total built up area of about 765 sq. mtrs. which comprises of G.F+ 3 Floors and from First floor to 3rd floor having common toilet blocks, being situate at Rajaji Salai (near Royapuram bridge), Chennai -1 and more properly described in the Schedule hereunder written (hereinafter referred to as “**the said premises**”), and the said premises is also the registered office of the ChPT, wherefrom the Port intends to operate a Multi Skill Development Centre.

AND WHEREAS ChPT Trust, as a part of SAGARMALA programme of the Govt. of India, and with a view to establish as Multi Skill Development Centre, invited Expression of Interest on June 2019 to select an operating partner from private/non-Govt. sector for setting up, operation, maintenance and management of multi-skill development centre at the said premises on terms, conditions and requirements as broadly indicated therein.

AND WHEREAS the institution, in response to the said expression of interest, was selected to act as the training/operating partner for setting up, operation, maintenance and management of multi-skill development centre at the said premises for an initial period of 5 years, which is extendable for further 2 terms of 5 years each based on satisfactory performance and subject to the terms and conditions mentioned below.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERM/CONCESSION PERIOD:

- a. The ChPT will allow the Operating Partner to set up, operate, maintain, run and manage a multi-skill development centre at the said premises for an initial period of 5 years, which is extendable to 2 terms of 5 years each based on satisfactory performance of the Operating Partner evaluated by the ChPT on annual basis and subject to terms and conditions appearing herein;
- b. The possession of the said premises shall always remain with the ChPT, and the Operating Partner will be permitted to use and temporarily occupy the said premises during the subsistence of the Agreement for the sole purpose of running and operating MSDC for the purposes as mentioned in the scope of the Agreement;
- c. Operation and management of the MSDC by the Operating Partner shall not be deemed to create any tenancy, sub-tenancy or any other right or interest of whatsoever nature in favour of the Operating Partner in the said premises.

2. SCOPE OF PROJECT:

- a. The Operating Partner shall ensure that highest national/ international standards are adhered to, in setting up and operating MSDC, and it will be administered and run by the Operating Partner with deep domain expertise and experience in port and maritime logistic sector;
- b. The Operating Partner shall draw up suitable training courses (syllabi, curricula, training material, assessment criteria, certification, accreditation) which are relevant for the logistic industries, ports, airport and allied industries, and set up norms for assessment and certification of candidates based on relevant industry requirement in terms of skills and expertise.
- c. The Operating Partner shall be responsible for operating, running and managing MSDC and shall maintain highest standards in maintaining quality of training programmes in accordance with the Qualification Packs/National Occupation Standards /National Occupation Standards set up by Sector Skill Council (SSC) for third party assessment and certification as per SSC guidelines and placements;
- d. The Operating Partner shall be responsible for training project implementation i.e. mobilization, training, assessment, certification, placement and post- placement activities;
- e. The Operating Partner shall prepare annual training schedule based on requirements of the industry, and such training schedule must be backed with placement of successfully trained candidates;
- f. The Operating Partner may select other training partners, based on their expertise, for delivering training to candidates as per NSDC/Sector Skill Council Standards in line with National Skills Qualification Framework (NSQF);
- g. The Operating Partner shall in order to ensure placement for trainees continuously interact with industries, logistic sector and their associations/companies to understand their requirements and prevailing trends in employment;
- h. The Operating Partner shall operate and maintain the infrastructural facility of the ChPT provided at the said premises in good and workable condition at all times;
- i. The Operating Partner shall procure and install necessary training tools, equipments and

- machinery/apparatus for imparting skill development programmes;
- j. Create awareness, mobilize candidates (for training) and play a role in creating the skill ecosystem;
 - k. Establish industry linkages for knowledge support, internships, apprentices, placements etc.;
 - l. The Operating Partner will also follow standards and curricula developed by Sector Skill Councils concerned who will be responsible for compliance with National Skills Qualification Framework (NSQF)
 - m. To ensure that skill training programmes and maritime logistic courses are conducted by adopting national standards and provide national certification (accreditation by appropriate agency) to the candidates in the MSDC.

3. FINANCIAL ARRANGEMENT:

- a. The Operating Partner shall annually share ____ of its revenue surplus with the ChPT, in consideration of ChPT permitting the Operating Partner to use the said premises and such share will be determined by an independent auditor after auditing annual accounts of the Operating Partner relating to MSDC. The expenses on account of Salaries, Advertisement for Promotion of Centre, Electricity, Water, Security, Asset Usage Charges, Administrative Expenses, and Printing of Study Material as stated in the Detailed Project Report are permitted to be deducted from the gross revenue generated by the Operating Partner from MSDC. **(NOTE: WHICH EXPENSES ARE ALLOWABLE FROM GROSS REVENUE TO ARRIVE AT REVENUE SURPLUS SHOULD BE AGREED UPON IN ADVANCE)** The Operating Partner shall pay the above ___ share to the ChPT within 2 months from the end of financial year. The independent auditor shall be appointed by the ChPT under intimation to the Operating Partner. Payment of the above 30% revenue surplus share shall be subject to deduction of tax at source, if any.;
- b. The Operating Partner shall bear all applicable operating costs such as telephone expenses, electricity charges, water charges, security charges/expenses and any other recurring operating cost during the term of the project;
- c. The ChPT shall not be liable to bear any expenses other than building in respect of the said premises and annual maintenance for routine wear and tear of the said premises;
- d. The Operating Partner shall be at liberty to conduct paid training courses for students/candidates other than those sent by, ports, PAPs, government agencies for training under Pradhan Mantri Kaushal Vikas Yojna or even otherwise

4. COVENANTS OF THE OPERATING PARTNER :

- a. To organize and set up MSDC as a training institute of international standards for maritime sector, logistic industries etc.;
- b. To impart training and conduct training courses with highest national and international standards in order to train the candidates in meeting with the present and future requirements of the port, logistic sector and airport;

- c. To pay the share of ____ of its annual revenue surplus to the ChPT within 2 months of expiry of the financial year (April to March) without any default;
- d. To use the said premises in a prudent manner and for the purpose for which it is provided, and the Operating Partner shall ensure that the said premises or any part thereof shall not be used for any illegal or unauthorized activities;
- e. The Operating Partner shall engage competent, well qualified and experienced teaching and non-teaching staff on its payroll for the purpose of conducting activities as per this Agreement;
- f. The Operating Partner shall ensure that its staff shall conduct the training courses efficiently and effectively, and in the event of any complaint from any candidate about poor state of training or negligence in imparting training or for any other reason, the ChPT and its office bearers shall not be held responsible for the same;
- g. The Operating Partner shall obtain necessary and applicable licenses, permissions and clearances from government authorities or from any other entity for imparting training, for use of study material and training facilities or for use of any software or hardware or machinery for training purpose or even otherwise;
- h. The Operating Partner shall be solely responsible for payments and discharging its liabilities including payment of salaries, wages and all other liabilities of their teaching and non-teaching staff, security personnel, contract labour and/or workmen under the prevailing labour legislations and the ChPT shall not in any way be responsible for the same;
- i. The Operating Partner shall pay all operating expenses such as telephone charges, electricity charges, water charges and also other utility charges diligently and regularly, and the ChPT shall not be held responsible for payment of the same;
- j. The Operating Partner shall obtain adequate insurance for its training facilities, tools, equipments, machineries, computers, apparatus and for its any other movable and immovable assets installed/kept at the said premises;
- k. The Operating Partner shall ensure that the walls, partition walls, flooring, ceiling, staircases, toilets, class rooms in the said premises, fixtures, fittings, articles, machinery including simulator provided by ChPT are not damaged, and the same are maintained in good order and condition at all times (reasonable wear and tear, loss or damage by fire or act of God excepted);
- l. During the validity of this Agreement, tenantable repairs and service expenses which are required to be spent in respect of the said premises, all equipments, furniture, fixtures, etc. installed therein shall be borne and paid by the Operating Partner alone;
- m. Not to paint, fix or exhibit any name, sign, symbolograph or writing or any other board upon or outside the said premises save and except that the Operating Partner shall be at liberty to put their name boards and/or name plates on the doors of the room of faculty members or indicate class rooms, labs etc. following branding guidelines of the schemes being implemented and on the on the outer wall of the said premises to indicate location and address of the Operating Partner& displaying their name as “_____”;
- n. Not to carry out any work or permanent alteration, structural changes in the said premises or any portion thereof;

- o. Not to hold the ChPT responsible for or liable for any loss or damage suffered by the Operating Partner on account of destruction caused to or in the said premises or to any property brought by the Operating Partner in the said premises either by fire, accident, theft or otherwise or by any act or omission on the part of the occupants in the said premises;
- p. The Operating Partner shall not hold the ChPT liable for payment of any dues like salary and financial dues of its staff, for payment of operating expenses like electricity, water, gas, telephone and other utilities, and for payment of any other dues which are payable by the Operating Partner;
- q. To make good to the ChPT any loss or damage that may be caused to the said premises and equipment or apparatus or any other fittings, fixtures, articles or property of the ChPT therein as a result of the negligence on the part of the Operating Partner, its servants, staff, employees, agents or persons calling at the said premises in connection with the running of MSDC by the Operating Partner;
- r. Not to do or permit to be done upon the said premises any act or deed which may be or become a nuisance to the ChPT or which may prejudicially affect the right of the ChPT;
- s. Not to bring or store in the said premises any combustible, explosive or otherwise hazardous material as may impair the safety of the said premises or increase the premium of insurance of the said premises or render the insurance void;
- t. The Operating Partner agrees and undertakes that the teaching and non- teaching staff and any others on their payroll shall always remain their employees, and the ChPT and its members is not in any way concerned with the same;
- u. To perform and observe strictly the provisions hereof as also the laws for the time being in force along with the rules and regulations and bye- laws of all the concerned authorities for the time being and from time to time in force and applicable to the running of MSDC;
- v. To carry out, perform and observe all Rules, Bye-laws and Regulations of ChPT, the City Police, or any other Local or Public Authority now in force or which may hereafter come into force with regard to running of MSDC in the said premises; The Operating Partner shall not claim exclusive possession of the said premises and agrees that such exclusive possession of the said premises shall always remain with the ChPT alone.

5. COVENANTS OF THE ChPT :

- a. The ChPT shall provide to the Operating Partner the said premises to run and operate as MSDC and for imparting various training courses to its candidates/trainees;
- b. The ChPT shall contribute the premises and the Operating Partner shall not be liable for the rentals of the building.;
- c. The ChPT will carry out annual maintenance and repairs in the said premises. However, the Operating Partner shall be liable for any damage or loss to the said premises which is caused due to negligence on the part of the Operating Partner, its employees, staff, servants, agents or persons calling at the said premises in connection with the running of PMKK and the said premises;
- d. The ChPT shall depute/nominate its representative to visit and inspect the said premises from time to time, and such representative shall act as a point of contact for the ChPT.

6. INDEMNITY:

- a. The conducting of MSDC by the Operating Partner shall be at the Operating Partner’s own risk and account, without the ChPT being in any manner liable for any loss or otherwise;
- b. During the subsistence of this Agreement or any extended period thereof as herein provided, the Operating Partner shall not do any act or omit to do any act whereby the rights or interest of the ChPT in the said premises are affected or prejudiced or in any manner jeopardized;
- c. During the subsistence of this Agreement or any extended period thereof as herein provided, the ChPT shall not do any act or omit to do any act whereby the rights or interest of the Operating Partner in this Agreement are affected or prejudiced or in any manner jeopardized
- d. The Operating Partner has agreed to indemnify the ChPT from and against any loss or damage which the ChPT may suffer by reason of any act or omission or breach, failure, default or neglect on the part of the Operating Partner or its employees and representatives;
- e. The Operating Partner hereby covenant with the ChPT, its members and their successors that the Operating Partner will indemnify and keep indemnified and hereby indemnify them (a) against any loss, cost, charges and expenses, they may incur or suffer on account of any claim being made and established by any person/s in connection with training programme or course or any training activities being conducted in the MSDC ; (b) against any loss or damage that may be suffered as a result of breach of any of the provisions contained herein or otherwise due to any act or omission of the Operating Partner, their staff, employees, servants, and agents leading to breach of the provisions hereof or of any existing laws or rules and regulations and bye-laws of all concerned authorities as may be in force for the time being and from time to time; and (c) against any loss or damage that may be caused to the said premises and equipment or apparatus or any other fittings, fixtures, articles or properties, if any, of the ChPT therein as a result of negligence on the part of the Operating Partner, their servants, employees, agents, visitors and/or persons calling at the said premises in connection with running of MSDC by the Operating Partner.

7. CONFIDENTIAL INFORMATION:

All the information shared by the Operating Partner with the ChPT for the purpose of this agreement shall remain CONFIDENTIAL AND the same shall not be disclosed to any third party save and EXCEPT UNDER direction of a statutory authority, directions of a judicial authority or where disclosure becomes mandatory under the law in force.

8. TERMINATION:

- a. In the event of the Operating Partner failing to pay the ChPT the said share of ___ in the annual revenue surplus as mentioned in Clause 3(a) above and/or other charges as provided herein or committing breach of any of the terms, covenants and conditions mentioned herein, the ChPT shall be entitled to terminate this Agreement by giving 60 days prior notice in writing to the Operating Partner;

- b. The ChPT is may terminate this Agreement **after 2 years** by giving 6 (six) months prior notice in writing to the Operating Partner in case of below satisfactory work.
- c. Upon expiry of the present Agreement by efflux of time or sooner termination, the Operating Partner shall cease to run MSDC as also the use of the said premises and remove themselves, its employees, staff, representatives and occupants along with their assets from the said premises and to restore the said premises to its original condition (reasonable wear and tear and loss or damage by fire, accident, irresistible force or act of God excepted), and deliver the vacant and peaceful possession thereof to the ChPT without any objection or obstruction at the end of the term hereof or on earlier termination of the Agreement. At that point of time, the ChPT shall be fully entitled to restrain the Operating Partner from making use of the said premises and/or from running MSDC. If any articles of their own are brought or installed by the Operating Partner in MSDC, the Operating Partner shall be entitled to remove and take the same;
- d. Upon termination of the present Agreement by efflux of time or otherwise, if the Operating Partner fails to comply with the requirements as mentioned in sub-clause (c) above, in that event the Operating Partner shall be bound and liable to pay to the ChPT mutually agreed liquidated damages @ Rs. xxxx/- (Rupees xxxxx only) per day from the date of the Operating Partner failing to comply with the said requirements till the same is complied with by the Operating Partner. (*Proposing to base this on per day expense for Year 1 as estimated in the DPR: (Rs. xxx/365 = Rs. xxx)*)

9. ASSIGNMENT:

- a. The Operating Partner shall under no circumstances directly and/or indirectly assign the benefits under this Agreement to any entity or any person/s;
- b. Nothing herein contained shall create or shall be construed to create any tenancy or to confer or be construed to confer upon the Operating Partner any interest in the said premises or any part thereof and the said premises shall continue and be deemed to continue and remain in the legal possession of the ChPT.

10. FORCE MAJEURE:

The parties shall not be liable for any failure to perform any of its obligation under this Agreement if the performance is prevented, hindered or delayed by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate the Agreement nor shall either party have any such claims for damage against the other, in respect of such non- performance or delay in performance, provided service under the Agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.

11. NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Notice to the Operating Partner will be sent at the said premises as well as at the address mentioned above. Notice to the ChPT will be sent to The Chief Engineer, Chennai Port Trust, Rajaji Salai, Chennai -600 001.

12. STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and registration charges, if any in respect of this Agreement, shall be borne and paid by the Operating Partner alone.

13. DISPUTES/RESOLUTION:

In the event of disputes between the parties, the disputes and differences relating to this Agreement shall be referred to arbitration before a single arbitrator who will be appointed by both parties by mutual consent failing which as per provisions under Arbitration and Conciliation Act, 1996 as amended from time to time, and the arbitrator shall decide the disputes within 6 months from the date of reference and the arbitral award shall be final and binding upon the parties. The venue of arbitration shall be ChPT and language shall be English. For any reference to courts, courts in ChPT shall have exclusive jurisdiction.

THE SCHEDULE ABOVE REFERRED TO:

R.C.C. structure having total built up area of about 765 sq. mtrs. which comprises of ground plus three floors and from first floor to 3rd floor having common toilet blocks, being situated at at Rajaji Salai, (Near Royapuram Bridge), Chennai- 600 001 and bounded as under .

- On or towards the North by : ChPT's Open land
- On or towards the East by : Railway track
- On or towards the South by : EDLB Main Building
- On or towards the West by : Rajaji Salai

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED BY)
the with in named)

Chennai Port TRUST)
by the hand of _____)
in the presence of

- 1.
- 2.

SIGNED AND DELIVERED BY)
the within named)
_____)
by the hand of Shri _____)

in the presence of

- 1.
- 2.