

Request for Proposal (RFP)

For

*Appointment of Consultant for “FOR
PREPARATION OF CONCESSION AGREEMENT
AND REGISTRATION OF SPV FOR CHABAHAR
PORT PROJECT, IRAN”*

India Ports Global Private Limited

1107, Raheja Centre,

214, FPJ Marg,

Nariman Point, Mumbai – 400 021.

Tel.No: 022-66165600/05; Fax No : 022-22045311

E-mail: indiaportsglobal@gmail.com

(Non –Transferable)

(May 2015)

LETTER FOR ISSUE OF RFP FOR

Appointment of Consultant for “FOR PREPARATION OF CONCESSION AGREEMENT AND REGISTRATION OF SPV FOR CHABAHAR PORT PROJECT, IRAN”

The set of RFP document is issued to:

Name : _____

Address : _____

The cost (Non-Refundable) of the RFP document is INR 10,000/- (Indian Rupees
Ten Thousand only)

IPGPL

Signature of the Officer

Issuing the RFP Document :

India Ports Global Private Limited

NO.IPGPL/CHABAHAR/2015

16/05/2015

Notice Inviting RFP for appointment of consultant for
“preparation of Concession Agreement and registration of SPV
for Chabahar Port Project, Iran”

India Ports Global Private Limited (IPGPL) is a joint venture between Jawaharlal Nehru Port Trust (JNPT) and Kandla Port Trust (KPT), created and incorporated under the Indian Companies Act as per directions of Ministry of Shipping, Government of India for development of ports overseas. Ministry of Shipping has assigned IPGPL the task of equipping and operating Container / Multi-purpose Terminals at Chabahar in Iran. IPGPL wishes to appoint a consultant for preparing the Concession Agreement and registration of SPV for Chabahar Port Project, Iran.

Accordingly, India Ports Global Private Limited invites Requests for Proposal (RFP) from interested consultants for preparation of Concession Agreement and registration of SPV for Chabahar Port Project, Iran.

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee is available in the web sites <http://www.jnport.gov.in>, <http://www.kandlaport.gov.in>, and <http://ipa.nic.in>

The schedule for receipt of the application is as follows:-

1. Pre-bid queries to be received by e-mail only by before 1500 hrs. on 21/05/2015.
2. Clarification to the pre-bid queries to be issued by 25/05/2015.
3. Submission of document fee of Rs.10,000/- for RFP on or before 28/05/2015
2. Receipt of offers on or before 3.00 pm(1500 Hrs) on 28/05/2015
3. Opening of Technical offers at 1530 Hrs on 28/05/2015

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website and send in their response to the Chairman, India Ports Global Private Limited, 1107, Raheja Centre, 214, FPJ Marg, Nariman Point, Mumbai – 400 021 (E-mail : indiaportsglobal@gmail.com).

In case the RFP document is downloaded from website, the requisite document fee of Rs. 10,000/-(Non-Refundable) in form of Demand Draft, in favor of India Ports Global Private Limited shall be submitted along with bid *in a separate envelope superscribed as 'Document Fee for the RFP for appointment of consultant for "preparation of Concession Agreement and registration of SPV for Chabahar Port Project, Iran"*. In the absence of requisite document fee, the RFP will not be considered.

India Ports Global Private Limited

Appointment of Consultant for preparation OF Concession Agreement and registration of SPV for Chabahar Port Project, Iran

1. Introduction

Government of India is contemplating equipping and operating Container / Multi-purpose Terminals at Chabahar in Iran through an SPV formed by Jawaharlal Nehru Port Trust and Kandla Port Trust by name India Ports Global Private Limited. Towards this endeavour, a MoU between the Government of the Republic of India and Government of the Islamic Republic of Iran over the Partnership of India in development Plan of Chabahar has been entered into on 6th May 2015.

2. Objective

The objective of this RFP is to engage an internationally reputed consultant for preparing the Concession Agreement and registration of SPV for Chabahar Port Project, Iran. The RFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats and for easy understanding the same has been divided into following sections:

Section 1	-	Instructions to Consultants
Section 2	-	Terms of reference
Part I	-	Objective & Scope of Services
Part II	-	TOR, Terms & Conditions
Section 3		
Technical Proposal	-	Standard Forms & Other Undertakings
Financial Proposal	-	Standard Forms

Section 1
(Instructions to Consultants)

Standard

1. Definitions

(a) “Employer” means the India Ports Global Private Limited (IPGPL) which has invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.

(b) “Consultant” means any interested firms/companies/agencies who submit their proposals that may provide or provide the Services to the Employer under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.

(d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

(e) “Day” means calendar day.

(f) “Government” means the Government of India.

(g) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.

(h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.

(i) “Proposal” means the Technical Proposal and the Financial Proposal.

(j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.

(k) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.

(l) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.

(m) “Terms of Reference” (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.

2. Introduction

2.1 The Employer will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Part II of Section 2.

2.2 The name of the assignment/job has been mentioned in Section 1. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 2.

2.3 The date, time and address for submission of the proposals have been given in Section 1.

2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Section 1. The Proposal will be the basis for signed Contract with the selected Consultant.

2.5 The Employer will provide to the Consultants the inputs and facilities specified in the Section 2 without any cost and make available relevant project data and reports.

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

3.1 If the Consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section 2. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. If any

member of the association of consultants is dropped at the RFP stage, such association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2 A consultant may associate with consultants and/or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II of Section 2. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the proposal and Employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract, etc.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II of Section 1 before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II of Section 1. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.3 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Consultants shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Preparation of Proposals

8.1 The proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the Technical Proposal, if a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a Consultant who has not been technically qualified as a part of the application process of this RFP.

8.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section 3. The section 3 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section 3). Form TP-1 in Section-3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

(a) A brief description of the consultant's organisation and in the case of a consortium/joint venture of each partner will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal. In case of confidentiality agreements with clients, a self certification from the Managing Director of the consultant should be provided.

(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job; and on requirements for facilities including administrative support, office space, data, etc. to be provided by the Employer (Form TP-3 of Section 3).

(c) A description of the approach, methodology and work plan for performing the Assignment / job covering the following subjects; technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TP-4 of Section 3. The work plan should be consistent with the Work Schedule which will show in the form of a bar chart the timing proposed for each activity.

(d) CVs of the Professional staff as mentioned above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TP-5 of Section 3).

8.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

8.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

9. Proposal Validity

The proposal shall be valid for 90 (ninety) days from the date of opening of the proposal.

10. Taxes

The consultant shall fully familiarize themselves about the applicability to Domestic taxes (such as Value added, services, income taxes, fees, levies, etc) on amount payable by the employer under the contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

Consultant shall express the price of their Assignment/Job in Indian Rupees.

12. Earnest Money Deposit (EMD) and Performance Bank Guarantee

12.1 Earnest Money Deposit

- i. An EMD of Rs.2,50,000/- (Rupee Two Lakh fifty thousand only), in the form of Demand Draft(DD) drawn in favour of India Ports Global Private Limited, payable at Mumbai has to be submitted along with the proposal, in a separate envelope superscribed “EMD for appointment of Consultant for preparation of Concession Agreement and Registration of SPV for Chabahar Port Project, Iran.”
- 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 within 45 days of award of job.

12.2 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).

12.3 Performance Bank Guarantee

The successful bidder will have to submit Performance Bank Guarantee (as per format prescribed by the Employer) equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job.

13. Submission, Receipt and Opening of Proposal

13.1 The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TP-1 of Section 3 & FP-1 of Section 3

13.2 An authorized representative of the consultants shall initial all pages of the original Technical and Financial Proposals. **The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorize to sign.** The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

13.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”. Similarly, the original Financial proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE-28-05-2015, 3.00 PM”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

13.4 The Proposal must be sent to the address/ addresses indicated in the Section 1 and received by the Employer not later than the time and the date indicated in the Section 1 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

14. Proposal Evaluation

14.1 From the time the proposals are opened to the time contract is awarded, the consultants should not contact the Employer on any matter related to its Technical

and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of proposal, and recommendations for award of contract may result in the rejection of the consultant's proposal.

14.2 The Employer will constitute a Selection Committee which will carry out the entire evaluation process.

14.3 Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The Selection Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

14.5 Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by Employer in the presence of the consultants' representatives who choose to attend.

15. Technical Negotiations

15.1 Technical negotiation will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing Schedule, work schedule, logistics and reporting. These document will then be incorporated in the contract.

15.2 Availability of Professional/Staff/expert: Employer will require assurances that the Professional staff will be actually available.

16. Award of Contract: After technical Negotiations, the Employer shall issue a letter of intent(LOI) to the selected consultant . The consultant will sign the contract after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc.

17. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's anti-fraud and corruption policy.

18. Timelines and Schedule

The schedule for receipt of the application is as follows:-

1. Pre-bid queries to be received by e-mail only before 1500 hrs. on 21/05/2015.
2. Clarification to be pre-bid queries to be issued by 25/05/2015.
3. Submission of document fee of Rs.10,000/- for RFP on or before 28/05/2015.
4. Receipt of offers on or before 3.00 pm(1500 Hrs) on 28/05/2015
5. Opening of Technical offers at 1530 Hrs on 28/05/2015

19. RFP Document

The RFP document, providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee is available in the web site <http://www.jnport.gov.in>, <http://www.kandlaport.gov.in>, and <http://ipa.nic.in>.

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website

In case the RFP is downloaded from website, the requisite document fee (Non-Refundable) of Rs. 10,000/- in form of Demand Draft, in favor of India Ports Global Private Limited shall be submitted along with bid.

20.Submission of Proposal

Proposal, in its complete form in all respect as specified in the RFP document, must be submitted to

The Chairman,
India Ports Global Private Limited
1107, Raheja Centre,

FPJ Marg, Nariman Point

Mumbai – 400 021.

The bids received after due date will be rejected and no action will be taken on these bids.

Section 2

Terms of Reference

1. CONTEXT

- i) Government of India is contemplating the task of equipping and operating Container / Multi-purpose Terminals at Chabahar in Iran through an SPV formed by Jawaharlal Nehru Port Trust and Kandla Port Trust, by name India Ports Global Private Limited. Towards this endeavour, a MoU between the Government of the Republic of India and Government of the Islamic Republic of Iran over the Partnership of India in development Plan of Chabahar has been entered into on 6th May 2015.
- ii) In pursuance of the above MoU, it has been decided that a Consultant may be appointed for preparing the Concession Agreement between IPGPL and PMO, Iran. The TOR for the consultants is as follows.

2. TERMS OF REFERENCE:

- a) The consultants should draw up the detailed Draft Concession Agreement based on the provisions and conditions prevalent in Iran.
- b) The consultants should also assist the SPV in negotiations while finalising the Concession Agreement.
- c) The consultants should also help in registration of a separate SPV in Iran, for which required documents viz. MOA, AOA and other related documents have also to be prepared.
- d) The Consultant may engage sub-consultant firm from Iran, who are well versed with the procedures, formalities, rules and regulations relating the incorporation of company, PPP project agreements, port and shipping operations etc in Iran.
- e) The Consultants shall work with close liaison with the Indian SPV, MoS, IPA.

3. DELIVERABLES:

- i) Drafting the Concession Agreement to be entered by the SPV and PMO, Iran.

- ii) Assist the SPV in negotiations while finalising the Concession Agreement.
- iii) Drafting and finalisation of MOA, AOA and Stake holders Agreement.
- iv) Assisting in submitting necessary forms, quantification of stamp duty, if required on authorised capital of proposed SPV.
- v) Obtaining the certification of Incorporation and commencement of Business.
- vi) Completing the formalities in relation to the registration of the company in Iran.

4. SELECTION OF CONSULTANTS

- The Consultants is to handle the most important issue relating the bilateral agreement. Therefore, the selection of the Management Consultant should be oriented towards the best qualification and experience.
- The Study would also require a wide range of expertise including Government role, formation of Company outside India, PPP, regulatory, legal etc.
- The strategic nature of the engagement calls for a leading management consulting firm with requisite credentials in legal, financial and incorporation of company in Iran.
- Key aspect of methodology to be used for selection of consulting firm, with the supporting rational are as follows.
 - (i) The TOR is to be posted on web-sites of JNPT, KPT and IPAt to enable interested consultants with execution capabilities to apply for the assignment.
 - (ii) Selection criteria will be across track record of the firm, experience in similar consulting assignments above a threshold value commensurate with the scope of the study, experience of their consultants and partners in similar consulting assignments Detailed marking system is attached as an annexure.

5. ELIGIBILITY CRITERIA

The eligibility criteria is as follows:

- (a) The firm should be in existence for last 10 years and have experience in the area of advisory services in incorporation of company outside India and also

should well versed with Legal / Due diligence/ Regulatory / Management Consulting.

(b)The firm should have given consultancy services to Public sector/ Government organizations in Telecom, Power, Aviation, Oil, Port sector, etc. on incorporation of company Outside India.

(c)Gross annual revenue from consultancy should not be less than Rs.2 Crore during each of the last three years.

6. DOCUMENTS TO BE SUBMITTED

Following Self Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal :

- i. Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award.
- ii. Registration Certificate.
- iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- iv. Gross Annual Revenue from consultancy during last three years.
- v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vi. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- vii. Duly filled check list as given in Annexure-I of the RFP.

7. PROPOSAL SUBMISSION

Interested consultant should submit both technical and financial proposals in two parts as per the Schedule mentioned in of Section 1, i.e. Timeline and Schedule.

The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”. Financial Proposal should indicate a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both the envelopes

containing the Technical and Financial proposals shall be placed into an outer envelope and sealed along with the EMD. This outer envelope shall bear the title of the assignment “Appointment of Consultant for preparation of Concession Agreement and Registration of SPV for Chabahar Port Project, Iran.

I. Technical Proposal Content

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant.

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms & Other Undertakings**.

Technical Proposal should be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

II. Financial Proposal Content

- a) Financial proposal (in Indian Rupees) should be in the form of a lump sum amount inclusive of all taxes for the entire Scope of Services.
- b) The lump sum quote should be inclusive of all expenses which consultant may incur while executing the assignment including Travel, Boarding & Lodging as required.
- c) Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms**

8. EVALUATION OF PROPOSAL

Each proposal, which prequalifies in, shall be evaluated accordingly to the following criteria and granted a score. If the score is less than 65 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. The bidder shall be disqualified and financial bid of the disqualified bidders shall not be opened.

S.No.	Description	Marks
1.	Past relevant experience in work of consultancy in the area of Formation/ Registration/ incorporation/ of company outside India and also should well versed with Legal / Due diligence/ Regulatory / Management Consulting.	50
1.1	Provided advisory services for the Government services sector viz. Telecom, Power, Aviation etc. on. Formation/ Registration/	30

	incorporation/ of company outside India in the last 10 years.	
1.3	Provided advisory services in drafting the Concession agreements/ licensing agreements/ Negotiation of contract agreements in the Government service sector viz. Telecom, Power, Aviation etc. in the last 10 years.	10
1.4	Gross Revenue from consultancy	10
2	Skills & Competencies (SPV may modified the qualification)	30
2.1	Team leader qualification <ul style="list-style-type: none"> • Minimum qualification – Post- Graduation in Law or any other related field • Professional qualification : Any other Higher professional qualification in the field of Management/ Finance/ Economics 	10
2.2	Team leader's Professional Experience <ul style="list-style-type: none"> • Minimum experience in the field relevant to the assignment -5 years • More than 5 years but less than or equal to 8 years • Above 8 years 	20
3	Team Member's Qualification and Experience	20
3.1	Team Member's qualification <ul style="list-style-type: none"> • Minimum qualification – Port Graduation in Management /Business Administration/ Finance or any other related field • Professional qualification : Any other Higher professional qualification in the field of Law / Economics 	10
3.2	Team Member's Professional Experience <ul style="list-style-type: none"> • Minimum experience in the field relevant to the assignment -5 years • More than 5 years but less than or equal to 8 years • Above 5 years 	10
Total		100 Marks

- a) The team should constitute of minimum 3(three)members excluding the Team leader.
- b) The team should include at least one member having technical qualification of Graduate Degree in Business Administration.

- c) Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation /selection criteria.
- d) The bidder securing the highest Composite Bid Score will be adjudged as the most responsive Bidder for award of contract.

In the event the bid composite bid scores are 'tied' the bidder securing the highest technical score will be adjudged as the Best Value Bidder for award of the Project

Marking methodology to include normalization of technical and commercial scores:

Technical Score: (X)

The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the project shall be computed as follows.

['Technical' Score of Bidder for the Project (X)]	= 100 X	[Marks secured by the respective Bidder]
		Highest Marks secured

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X). Only those Bidders who have secured Technical Score of 65 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 65 for Technical Score shall be rejected.

Financial Score: (Y)

The bidders shall submit their quote as per the format provided in Form FP-1. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to India Ports Global Private Limited valid for a period of three (3) months. Any monetary figure in decimal shall be rounded off to the nearest INR.

In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error, etc., the bid may be rejected. The financial scores of other bidders for the project shall be computed as follows:

[The 'financial score' of Bidder for the project(Y)]	= 100 X	[Lowest offer quoted by the qualified bidder (Rs.)]
		[Offer quoted by the respective Bidder (Rs.)]

The marks secured as above shall be the Financial Score of the bidder for the project (Y).

Composite Score of the Bidders

Composite score of the Bidders for the bid shall be worked out as under (SPV may consider technical and financial scores weightage 70% and 30%)

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

Note: Consultant shall submit the self-evaluation sheet as per above criteria along with Technical Proposal with proper page numbering for supporting documents.

9. TIME LINES FOR THE DELIVERABLES

Deliverable	Time Frame (from the Date of award)
1. Note on pre-incorporation formalities in IRAN and details required for company registration	05.06.2015
2. Drafting the concession Agreement	10.06.2015
3. Note on the issues to be negotiated with the PMO, Iran	15.06.2015
4. Preparation of MOA, AOA and stake holders agreements	15.06.2015
5 Submission of Application for registration of Company along with other required documents.	20.06.2015

6. Obtaining the copy of Certificate of Incorporation and commencement of Business	25.6.2015
7. Singing of Concession Agreement	30.06.2015

All the above deliverables to be completed by 30-6-2015.

10. Support/Inputs to be provided by IPGPL

IPGPL will provide the consultant, the MoUs of the last five years of the specified Port Trusts, Annual Report, Business Plan and Annual Plan submitted by Port Trusts /Ministries and any other additional information which is available in public domain. IPGPL will also facilitate meeting the concerned officials of the Ministry of Shipping and Port Trust for this purpose.

11. Payment Terms

The payment instalments will be released as per the following schedule:

S. No.	Payment Schedule	% Payment
1	Drafting the concession Agreement	10%
2	Preparation of MOA, AOA and stake holders agreements	10%
3	Obtaining the copy of Certificate of Incorporation and commencement of Business	30%
4	Singing of Concession Agreement	50%

12. General Terms and Conditions

- (i) Data provided for the assignment are confidential in nature. The consultant should not share the data without IPGPL permission. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the consultant along with Technical Proposal.
- (ii) At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.

- (iii) The bidding institution (s) should provide professional, objective and impartial advice and at all times hold the Employer's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- (iv) Rates quoted shall remain firm till completion of works.
- (v) The jurisdiction in case of disputes shall be the Courts of Mumbai.
- (vi) The bidder should be registered under relevant Laws/Acts of the country.
- (vii) In case of any dispute arising, the decision of the IPGPL will be final.
- (viii) Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
 - a. Made untrue or false representation in the form, statements required in the application document.
 - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

(ix) Right to accept or reject any or all proposals

- a. Notwithstanding anything contained in this document, the IPGPL 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.
- b. The Employer 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 Employer, the supplemental information sought by the Employer for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Employer 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 Employer, including annulment of the Selection Process.

(x) Fraud and corrupt practices

- a) 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 Employer for, *inter alia*, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of the. Authority herein above and the rights and remedies which the Employer may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Employer 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 Employer 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.
- c) 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 Employer 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 therefrom, 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 Employer, 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 legal, financial or technical consultant, adviser of the Employer 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 Employer 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.

Section 3

(Technical Proposal-Standard Forms)

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Comments & suggestions on TOR

Form TP 4: Approach & Methodology

Form TP 5: Curriculum vitae

Form TP 6: Information regarding any conflicting activities and declaration thereof.

Technical Proposal-Other Undertakings

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
2. An undertaking regarding non-disclosure/sharing of confidential information with third parties.
3. Undertaking stating that
“Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team/lead/member will be inducted to carry out the assignment in case of award.”
4. Undertaking stating that
“I/We certify that in the last three years, 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.”

LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for preparation of Concession Agreement and registration of SPV for Chabahar Port Project, Iran in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial 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 associated 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, i.e. before the date indicated in Part II of Section 1, 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.

(b) Skill & Competencies & Team Size

SL. No.	Name of the Team Leader/Member	Qualification/ Professional qualification	No of Years Experience	Details of Experience	Remarks

(c) Gross Annual Revenue (in `)

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2011-12			
2012-13			
2013-14			

(Seal& Signature of Bidder)

Note: Please provide documentary evidence from the client, i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND
ON FACILITIES TO BE PROVIDED BY THE EMPLOYER**

1. On the Terms of Reference

[suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your proposal]

2. On Inputs and Facilities to be provided by the Employer

[Comment here on Inputs and facilities to be provided by the Employer as mentioned in Paragraph 11 of the Section 2 including : administrative support, office space, data etc.]

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT/JOB**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing
- a) **Technical Approach and Methodology:** In this chapter, you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the Tor and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- c) **Organization and Staffing:** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

CURRICULUM VITAE(CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position :
[For each position of key professional separate from Tech-5 will be prepared]:
2. Name of Firm :
[Insert name of firm proposing the Staff]:
3. Name of Staff :
[Insert full name]:
4. Date of birth :
5. Nationality :
6. Education :
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations :
8. Other Training :
9. Countries of work experience :
[List countries where staff has worked in the last ten years]:
10. Languages :
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record :
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:
From [Year]: To Year]
Employer:
Positions held :
12. Detailed Tasks Assigned :
[List all tasks to be performed under this Assignment/Job]:
13. Work undertaken that best illustrates Capability to Handle the Tasks
Assigned:[Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]

Place :

Date :

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

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 para 5 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm our associate/group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of Section 1. 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:

Section 3
(Financial Proposal-Standard Forms)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for Appointment of Consultants for preparation of
Concession Agreement and Registration of SPV for Chabahar Port Project, IRAN

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1]. This amount is inclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 9 of Section 1

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

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

FORM FP-2

**Financial Proposal for Appointment of Consultants for preparation of
Concession Agreement and Registration of SPV for Chabahar Port Project, Iran.**

Sl. No.	Name of the Assignment	Fees quoted (inclusive of all Taxes)

(Fees in words)Rs.

Authorized Signature [in full and initials]:

Name

Designation :

Name of Firm:

Address:

Check list of Documents

The bids shall be accompanied with the followings:

1). DD/ Pay order towards EMD(Rs-----/-), Document fee(Rs-----/-)	Yes/No
2). Firm registration certificate.	Yes/No
3). Copy of Work Orders/ Self-certification	Yes/No
4). Copy of completion certificates along with value/Self-certification	Yes/No
5). Resume of Team Leader & Team members with supporting documents	Yes/No
6). Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	Yes/No
7). Authority Letter , if any	Yes/No
8). Duly Audited copy of Annual Accounts of Last three years	Yes/No
9). Undertaking regarding Non Disclosure	Yes/No
10). Duly filled format(as given in Technical bid with Self Evaluation sheet & Financial bid)	Yes/No