

# Request for Proposal (RFP)

For

Appointment of Strategy & Programme  
Management Consultant for “Sagarmala: Port-led  
development & enhancement of Indian Ports  
Capacity” Study



## **Indian Ports Association**

1st Floor, South Tower, NBCC Place

B. P Marg, Lodi Road

New Delhi - 110 003

Ph No : 011-24369061/63; Fax No : 011-24365866

INR 10,000/-

(February 2015)

## **LETTER FOR ISSUE OF RFQ FOR THE**

### **“Strategy & Programme Management Consultant for “Sagarmala: Port-led development & enhancement of Indian Ports Capacity” Study**

The set of RFP document is issued to:

Name : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**IPA**

Signature of the Officer

Issuing the RFP Document : \_\_\_\_\_

## Indian Ports Association

IPA/MSD/EDP/Sagarmala/2015

04/02/2015

### **Notice Inviting RFP for appointment of Strategy & Programme Management Consultant for conducting a “Sagarmala: Port-led development & enhancement of Indian Ports Capacity” study**

Ministry of Shipping, Government of India/ Indian Ports Association wishes to appoint a Strategy and Programme Management Consultant for providing, Technical, Management, Business Consultancy for “Sagarmala Project: Port-led development & enhancement of Indian Ports Capacity” study.

Accordingly, Indian Ports Association invites Requests for Proposal (RFP) from interested consultants for conducting a **Sagarmala study**. The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the web site <http://ipa.nic.in/>.

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

1. Pre-bid meeting at 1130 Hrs on 09/02/2015
2. Submission of document fee of Rs.10,000/- for RFP on or before 1430 Hrs on 24/02/2015.
3. Receipt of offers on or before 3.00 pm(1500 Hrs) on 24/02/2015
4. Opening of Technical offers at 1530 Hrs on 24/02/2015

Reputed and interested consultants/ consulting firms/consortia may download the RFP from the above website and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003.

In case, if RFP document is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, In favor of Indian Ports Association shall be submitted along with bid.

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## **Indian Ports Association**

### **Appointment of Consultant for conducting a “Sagarmala Study: Port-led development & enhancement of Indian Ports Capacity”**

#### **1. Introduction**

1.1 “Sagar Mala” for promoting port-led development including rapid capacity expansion and modernization of Ports along Indian Coast line and improving evacuation was among the new initiatives which were announced by the then Prime Minister on 15th August, 2003. The Sagar Mala project envisaged developing India’s ports to levels comparable with the best global ports in terms of infrastructure, efficiency and quality of service, increasing the tonnage capacity, upgrading and creating ship building and ship repair facilities and increase the use of inland waterways for transportation. The project also envisaged the setting up of new ports along the coast where required draft was available. The project emphasized that the Center along with State Governments would create basic facilities at these ports and offer them to the private sector for further development and operation. Under the Sagar Mala, all Major Ports were to be connected with the Golden Quadrilateral through high speed expressways. It was also envisaged that the rail connectivity to such ports would also be strengthened so that adequate line capacity and speed of movement are available. Yet another feature of Sagar Mala was that it would seek to promote commodity based transportation whereby a commodity moves by the most efficient mode of transportation. One of the important components of this Sagar Mala Project was to upgrade the existing ports by deepening the harbours, creating additional capacity and modernizing cargo handling equipment.

1.2 Recognizing the importance of the maritime sector in the economic growth, the Hon’ble President of India, in his address to the Parliament on 9th June, 2014, had stated that “The Government would facilitate modernization of existing ports on one hand, and development of new world class ports on the other.” He also said that “the Government would evolve a model of port-led development. Our long coastline will become the gateway of India’s prosperity. Stringing together the Sagarmala project we will connect the ports with the hinterland through road and rail. Inland and coastal waterways will be developed as major transport routes.” It has, thereafter, been decided that the Ministry of Shipping shall be the nodal Ministry for Sagarmala initiative.

1.3 The concept of Sagarmala Project has been envisioned with a view to address the present hindrances and as a strategic initiative to establish India as a global maritime leader by maximizing trade and tourism potential of the ports situated along the nation's vast coastline. Sagarmala project intends to achieve the broad objectives of enhancing the capacity of major and non-major ports and modernizing them to make them efficient, enabling them to become drivers of economic development, optimizing the use of existing and future transport assets and developing new lines/linkages for transport (including roads, rail, inland waterways and coastal routes), setting up of logistics hubs, and establishment of industries and manufacturing centres to be served by the ports in EXIM and domestic trade. In addition to strengthening the port and evacuation infrastructure, it is also necessary to simplify procedures used at ports for cargo movement and promote usage of electronic channels for information exchange leading to quick, efficient, hassle-free and seamless cargo movement from and to the ports from economic and industrial centres in the hinterland.

1.4 The Sagarmala initiative will address these challenge by focusing on three pillars of development, namely, (I) Port Infrastructure Enhancement, including its Modernization and setting up of new Ports, (II) Efficient Evacuation to and from hinterland, and (III) Supporting and Enabling Port-led Development through enabling policy and institutional interventions and providing for an institutional framework for ensuring inter-agency and ministry/departmental collaboration for integrated development. Thus, the Sagarmala project aims to induce port-led development of the hinterland by establishing efficient evacuation networks of road, rail linkages, and inland and coastal waterways to make the port the drivers of economic activity in these areas/regions.

1.5 To this endeavor, Indian Ports Association on the direction of Ministry of Shipping has mandated to appoint a consultant for conducting a study to for conducting a study on the "Sagarmala concept to enable Port-led development & enhancement of Indian Ports Capacity.

## **2. Objective**

2.1 The objective of this RFP is to engage an internationally reputed consultant for on the "Sagarmala: Port-led development & enhancement of Indian Ports Capacity". This will focus on identifying key port constraints based on an origin destination study, identification of new ports and maritime clusters, preparation of Detailed Project Reports for the maritime clusters, and preparation of development master plans to enable port led industrial development.

2.2 The list of 12 Major Ports is listed as **Annexure-I**. 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 easy understanding has been divided into following sections:

- Section 1                                -        Instructions to Consultants
- Section 2                                -        Terms of Reference (ToR)
  - Part I                                    -        Objective & Scope of Services
  - Part II                                -        TOR related information, Terms & Conditions
- Section 3
  - Technical Proposal    -        Standard Forms & Other Undertakings
  - Financial Proposal    -        Standard Forms

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## **Section 1**

### **(Instructions to Consultants)**

#### **Standard**

#### **1. Definitions**

- (a) “Employer” means the Ministry of Shipping, Government of India/ IPA 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 provides 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 the 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 the 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 aspects 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 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 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 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project and any of its affiliates, shall be disqualified from providing consulting Assignment/ job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography and satellite imagery.

**Conflicting Assignment/job:** A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer.

**Conflicting relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their 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.

5.4 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 client confidentiality agreements, a self certification has to be provided by the Managing Director of the consultant.

(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 180 (one hundred and eighty )days from the date of opening of the proposal.

## **10. Taxes**

The consultant shall fully familiarize themselves about the applicable 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. 2,50,000.00 (Rupee Two Lakh fifty thousand only), in the form of Demand Draft(DD) drawn in favour of Indian Ports Association, payable at New Delhi has to be submitted alongwith 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.

#### **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(PBG) equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job. After submission of Performance Bank Guarantee(PBG), EMD shall be returned to him.

### **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-20-02-2015, 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 no 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 contract 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 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 documents 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 antifraud and corruption policy.



## **18. Timelines and Schedule**

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

1. Pre-bid meeting at 1130 Hrs on 09/02/2015
2. Submission of document fee of Rs.10,000/- for RFP on or before 1430 Hrs on 24/02/2015.
3. Receipt of offers on or before 3.00 pm(1500 Hrs) on 24/02/2015
4. Opening of Technical offers at 1530 Hrs on 24/02/2015

## **19. RFP Document**

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the website <http://ipa.nic.in>.

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

In case, if RFP is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, In favor of Indian Ports Association 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

Managing Director,  
Indian Ports Association,  
1st. floor, South Tower, NBCC Place,  
Bhisham Pitamah Marg,  
Lodi Road, New Delhi – 110 003

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

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## **Section 2**

### **(Terms of Reference)**

#### **PART I : Objective & Scope of Services**

##### **1. Objective of Assignment**

Ministry of Shipping, Government of India/ Indian Ports Association wishes to appoint a strategy and programme management consultant for providing, Technical, Management, Business Consultancy for Sagarmala Project. The objective of the assignment is to procure services of Strategy & Programme Management Company (PMC) to undertake the pre-project activities of Sagarmala project such as technical, management and business consultancy to support the Project Authorities till Sagarmala Development Company (SDC) commences its business activities.

This document lays out the terms of reference for the consultant to

- *Map out the origin-destination of key cargo (accounting for greater than 85% of the total traffic) in Indian ports and develop traffic scenarios for a period of 20 years*
- *Identify key constraints along the logistics chain (Port and including connectivity to hinterland)*
- *Develop a “2035 port master plan” for India*
- *Identify up to 5-6 mega port locations(either new or otherwise)*
- *Identify up to 2-3 suitable locations (atleast one in east coast another in west coast) for development of “maritime clusters” and Prepare a Master Plan for the Cluster*
- *Develop a port led industrial development plan including development plans for all existing and new port locations*
- *Lay out key government imperatives to ensure speedy and efficient implementation of capacity enhancement roadmap*
- *Design a project management office to coordinate efforts to ensure speedy implementation of the roadmap through technical, management, business consultancy including robust IT based MIS platform to support the Project Authorities until the Sagarmala Development Company is formed*
- *Deployment of team of two consultants after completion of study for assisting at Ministry.*

2. **Scope of Work:** The scope would include but not be restricted to the following:

***(A) Traffic scenarios***

- Estimate current cargo flows across origin-destination pairs (Origin Destination pairs should be further specified in: countries and regions in India)
  - Break up by key categories/industries
- Identify forces and developments that will drive change in the cargo flows.
  - Lay out scenarios on how these forces may change in future and identify potential disruptions that can fundamentally change the landscape (covering regional industry development, growth of consumption centres and India's export competitiveness across sectors)
- Develop traffic scenarios in Indian ports (both major & minor) for the next 5, 10 and 20 years focusing cargo categories (covering greater than 85% of the total traffic)
  - The projection should be based on past trend of trade growth and the expected future outlook
  - Movement of hinterland cargo through potential coastal and inland waterways routes
  - The analysis should be done separately for different types of cargo (i.e solid bulk, liquid bulk and containers)
  - Scenarios for traffic growth should be developed based on key factors such as overall economic growth, hinterland manufacturing growth/industrial corridor, etc.
- Apart from gateway cargo (i.e cargo bound for or originating from the hinterland), **the potential for transshipment, bunkering and coastal, inland waterways** shipping should also be evaluated for 5, 10 and 20 years timeframe
- In traffic scenarios estimation for each major port, due consideration has to be provided to the competitive scenario with non major ports

***(B) De-bottlenecking existing ports and improving productivity***

- ***The consultant is expected to coordinate with the team working on “Benchmarking and Operational Improvement Roadmap for Major Ports in India” study (which IPA is carrying out simultaneously along with this assignment)*** and identify current and future logistics constraints (at the major ports) for the top 85% cargo categories based on analysis of current port capacity, productivity levels in comparison to international benchmark and evacuation bottlenecks in the logistics chain. IPA will facilitate interactions to ensure smooth coordination. This understanding should be an input in defining the 2035 master plan for each port.

- The consultant shall also broadly understand the development/perspective plans of large functional minor-ports, Major Ports, different departments, Maritime State/Boards before developing the 2035 master-plan for the major ports.

***(C) 2035 Port Master Plan***

- In discussions with major ports, review their existing capacity augmentation plan and for each major port prepare a 2035 Port Master Plan that matches to the best extent possible the requirements based on future traffic scenarios including
  - Berth enhancement projects (including deepening of draught, Mechanization and operational efficiency improvements). This shall also include the infrastructure requirements for coastal shipping
  - Study the demand supply gap analysis of the existing infrastructure including connectivity from Ports to industrial zones in the hinterland by Road, Rail, Inland Dry Ports, Waterways and Pipelines and identify key projects to mitigate the future logistics constraints
  - High level cost estimate of each project
  - Overall development plan and phasing for 5, 10 and 20 years
- The master plan would also provide the operational models (multi use or single commodity or single cargo type or service / tool port / landlord / private), the financing models for capacity enhancement and augmentation of the port sector. The master plan should be integrated with international and national logistics chains, backed up with a robust strategy for development of the hinterland and a trade / development corridor.
- The master-plan should be based on the principle of coast optimisation. (perspective /future plan of different departments, Major Ports and Maritime Board/State shall be reviewed)
- Prepare a shelf of projects (including preliminary feasibility study & preliminary design) for each major port to undertake based on the port master plans.

***(D) National Multi-Modal Transportation Grid, connecting Ports and Hinterland***

- Understanding the connectivity of the Ports into the hinterland by Road, Rail, Pipeline, Coastal and Inland Waterways.
- Based on the traffic projections, examination of the most efficient mode of evacuation of the commodities from and to the Ports, their modal mix, suggest the shelf of projects for cargo evacuation to be undertaken by the Ports, Industry, NHAI, State Governments, Railways and Inland Waterway authorities for short, medium and long-term.
- Suggesting different models for undertaking such projects and the financing pattern.

- Preparing a comprehensive National Multi-modal Transportation Grid, inter-connecting the Ports and different industrial clusters in the hinterland.

***(E) New mega ports***

- Based on the technical study, traffic scenarios and constraints in existing ports, evaluate the case for development of atleast 5-6 megaports sites and suggest development/investment plan for such new ports.
  - These may include existing ports which can further be enhanced to serve the desired purpose
- The technical study for port development at a suitable location shall be based on (for e.g.,)
  - Bathymetric studies
  - Topographic studies
  - Mathematical model studies
  - Littoral drift studies
  - Geotechnical and soil investigation studies
  - Hinterland connectivity
  - Availability of land
- While suggesting the green field locations, the consultant should develop the blue print of hinterland development and the concept around the whole logistics chain.

***(F) Marine cluster development***

- Identify and evaluate sites for upto 2-3 marine clusters along the Indian coast (Since there are needs in the inland waterway sector as well, it could be useful to take into account inland waterway accessibility in the vicinity of the selected maritime clusters so that this sector can benefit as well) that would include all potential industries and services allied to the maritime industry. For e.g., but not limited to
  - Shipbuilding and repair
  - Shipbreaking
  - Marine tourism
  - Marine products
- Prepare a Master plan for two identified Coastal Economic Clusters, one on East Coast and other on West Coast of India

### ***(G) Port-led industrial development***

- Prepare a port led industrial development plan for existing and new port locations focusing on the following aspects
  - Map out the economic and industrial base of the immediate hinterland of the port (i.e a radius of 100 KMs) or the “Coastal Economic Clusters”
  - Identify the potential impact of the port development plans on the industrial landscape of the Coastal Economic Clusters
  - Identify other infrastructural and logistical developments that will impact the industrial base of the Coastal Economic Clusters
  - Identify industries that have high potential for growth and job creation based on competitive advantage of the Coastal Economic Clusters and port dependencies
  - Identify suitable parcels of land for developing industrial and economic zones (including SEZs)
  - Identify connectivity and logistics projects to optimize the logistics chain from the port to the existing and new industrial clusters within the Coastal Economic Clusters
  - Prepare a high level Perspective Plan for each Coastal Economic Clusters as well as a National Perspective Plan

### ***(H) Key imperatives for the government***

- Lay out key government imperatives to ensure speedy and efficient implementation of capacity enhancement roadmap including funding requirement, regulatory changes, structural changes etc.
- Project the funding requirements for the capacity enhancement plan.
  - Prepare a financing strategy plan including budgetary support, PPPs, enabling financing environment, multilateral and bi-lateral aid etc.
- Suggest regulatory changes required to tap the complete potential of the master-plan and Evaluate changes required in business model, governance structure, financial structure to transform existing ports to a substantial revenue generating source for the government
- Set out an implementation and institutional framework and governance architecture for the Sagarmala project that would ensure speedy and efficient implementation of the roadmap, specifically addressing a) Institutional architecture b) Coordination between central ministries c) Coordination between state and central governments. The following activities shall be carried out in this context
  - To prepare the Memorandum and Articles of Association for incorporation of Sagarmala Development Company (SDC) and registration of the Company before the Registrar of Companies under the Companies Act, 1956.

- To develop a Business Plan for the Sagarmala Development Company (SDC) covering potential activities of the company for the next 20 years after consultations with all key stakeholders viz., Ports, State Governments, State Maritime Boards, related Central Government Ministries and private sector;
- To prepare an organizational structure including manpower requirement of staff of the SDC identifying, inter alia, Key Responsibility Areas (KRA) of its staff/consultants with detail job profiles including the remuneration package.
- To prepare necessary case and business model for other Special Purpose Vehicles (SPV) as may be necessary, including their MoA and AoA and all such necessary documentation required for operationalising activities to be taken up by these SPVs of state governments.
- To prepare necessary TORs and EOI documents for engagement of consultants for specific tasks as identified by the Ministry of Shipping & monitor their project execution.

***(I) Project management office***

- Design a project management office to coordinate efforts to ensure speedy implementation of the roadmap through technical, management, business and legal consultancy including robust IT based MIS platform to support the Project Authorities until the Sagar Mala Development Company is formed
- Prepare notes and power point presentations including a walk through presentation [5-10 min.] for various meetings including those related to National Sagarmala Apex Committee and other committees as required from time to time,
- Coordination with concerned state governments agencies and central ministries/agencies as required by the Ministry of Shipping.
- The PMC shall assist and hand hold the SDC till such time the Company commences its business activities.
- The Team of two professionals shall be deployed at Ministry of Shipping for a period of one year with following experience from existing PMC team, who has done the study :
  - Team leader with atleast 10 year relevant experience
  - Team associate with atleast 5 year relevant experience

The consultant may be asked to handhold the project management office at the end of the study.

### 3. Key Deliverables and timeframe:

The consultants shall submit the following deliverables:

S. No	Deliverable	Timeframe (from inception)
1	Inception report depicting the methodology, variances if any, timelines, work plan	2 weeks
2	Draft report on cargo traffic projections & logistics bottlenecks	10 weeks
3	Final report on cargo traffic projections & logistics bottlenecks	14 weeks
4	Draft report on capacity enhancement / shelf of projects (including report on National Multi-Modal Transportation Grid) with high level cost estimates for major ports	28 weeks
5	Final report on capacity enhancement/shelf of projects with high level cost estimates for major ports	32 weeks
6	Report on identification of sites for new port development	46 weeks
7	Report on government imperatives including financing plan	46 weeks
8	Report on PMO structure	46 weeks
9	Perspective plan for Port-led Industrial Development of the Coastal Economic Clusters	54 weeks
11	Draft Final Report covering all elements	56 weeks
12	Final report based on stakeholder consultations	60 weeks

4.1 The consultant is required to submit the final report in the form of soft copies as well as hard copies inclusive of the working, assumptions, source of obtaining information, different methodology used for reaching logical conclusion and these documents will remain the property of Ministry/IPA and will not be used for any other purpose other than those intended under RFP without obtaining permission of Ministry/IPA. Ministry/IPA will issue completion certificate to this effect.

4.2 Each deliverable of the consultant will be reviewed by the committee constituted by Ministry for this purpose. The consultant would also be required to make a presentation on



the draft reports before Ministry/IPA/Port Trusts/Other Organizations and incorporate their suggestions in the final report.

4.3 The consultant shall ensure timely completion of the milestones mentioned above. There will be a penalty @ 0.1% of the total value of work awarded for every week of delay in non-achieving the milestones of work order unless such delay is duly approved by Ministry/IPA. The maximum penalty will be 5% of the total value of contract. In case of non-submission of final report by the prescribed date the consultant has to refund the entire amount released by IPA together with a penal rate of interest @ 10%.

## **PART II : TOR related information**

### **1. Conditions under which this RFP is issued**

- i. This RFP is not an offer and is issued with no commitment. IPA reserves the right to withdraw the RFP and change or vary any part thereof at any stage. IPA also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. IPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP
- iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fess, expenses associated with any demonstration or presentations which may be required by IPA or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and IPA shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- iv. IPA reserves the right to withdraw this RFP, if it is in the best interest of the

Government of India.

- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by IPA.
- vi. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IPA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by IPA to bidders shall not be considered binding on IPA, nor shall any written materials provided by any person other than IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

## **2. Rights to the Contents of the Proposal**

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of IPA and will not be returned after opening of the qualification proposal. IPA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. IPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

## **3. Acknowledgement of Understanding of Terms**

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

#### 4. Evaluation of Proposals

The bidders' proposals in the bid document will be evaluated as per the requirements specified in the RFP and adopting the qualification criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. Ministry will constitute a Committee to evaluate the proposal and monitor the progress/completion of assignment.

#### 5. Language of Proposals

The proposal and all correspondence and documents shall be written in English.

#### 6. Eligibility Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

S.No	Criteria	Supporting documents to be submitted
PQ1	Size and Financial Solvency:  Bidder to be an organization with a minimum turnover of more than INR 100 Crore on an average of last 3 years from consulting revenues in India	CA certified statement showing revenues for 3 financial years FY 11-12, FY 12-13 and FY13-14.
PQ2	International experience and ports network:  The bidder should have worked with at least 3 ports/shipping companies internationally in the last 5 years on strategy assignments	Details of the work and confirmation by the authorized signatory of bidder
PQ3	Strategy experience:  The bidder should have worked with at least 3 Indian public sector entities/government agencies in the last 5 years on strategy assignments	Details of work and confirmation by the authorized signatory of bidder

\*Relevant Assignment is defined as business, operational and financial consulting assignments excluding Preparation of DPRs, IT implementation, Forensic/ Internal Audit/ Risk Assessment and Transaction/M&A engagements. Ministry/IPA reserves the right to validate the credentials.

#### **7. 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. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements.
- 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 (audited annual account) 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 II of the RFP.

#### **8. 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 envelopes and sealed along with EMD. This outer envelope shall bear the title of the assignment “Appointment of Strategy & Programme Management Consultant for **“Sagarmala: Port-led development & enhancement of Indian Ports Capacity”**”.

## **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) Rate for Man per month for a deployment of team of two professionals at Ministry of Shipping.
- d) 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

## **9. Presentation**

The consultant are required to make a presentation of their credentials and the proposed methodology for conducting the study, before the Evaluation Committee at IPA, Lodi Road, New Delhi-110003 and the duration of presentation will be of twenty minutes tentatively. The date, time & venue of the presentation will be intimated separately. The Committee will assess the presentation broadly on the following criteria;-

## **10. Evaluation of Proposal**

Each Proposal, which pre-qualifies 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 those disqualified bidders shall not be opened.

S. N	Criteria	Marks
<b>1</b>	<b>Size and reputation of consulting firm in India and globally</b>	<b>05</b>
1a	Revenue of consulting firm in India. (only consulting division revenues; excluding revenues from audit, taxation, financial/transaction advisory and other non-consulting division as well as revenues from offshore consulting services to non-Indian location) <sup>1</sup>	05
<b>2</b>	<b>Experience of the firm relevant to the engagement</b>	<b>45</b>
2a	Strategy assignments <sup>2</sup> (strategic planning, business/operational improvement, and capability/capacity enhancement) done by the consultant for central government/state government/ public sector enterprises in India in the last 7 years with value of each engagement being greater Rs. 7 crores	15
2b	Global Port/coastline and shipping strategy <sup>2</sup> assignments done by the consulting firm globally with individual value exceeding USD 1,000,000 in the last 7 years. Including assignments of sea cargo flows forecasting and implications assessment	15
2c	Assignments <sup>2</sup> done in industries that are key drivers of port traffic in India including power, steel, oil and gas in India, and containers globally, in the last 7 years with value of each engagement being more than Rs. 5 Crores	05
2d	Assignments done for Special Economic Zones, Industrial Zones, Free Trade Zones in the last 7 years with value of each engagement being more than USD 1,000,000	05
2e	Technical port site evaluation assignments done in the last 7 years with value of each engagement being more than USD 300,000	10
<b>3</b>	<b>Key personnel to be engaged in assignment (technical experts, partners, engagement leader)</b>	<b>25</b>
3a	Bidder to select a panel of 5 leading commercial port & shipping experts and 5 from key industries that drive traffic (e.g., power, steel & oil&gas) who will be	15

S. N	Criteria	Marks
	deployed on this assignment. Experts will be evaluated on the basis of the years, quality & relevance of their experience	
3b	Proposed project director (evaluated on the basis of the years, quality and relevance of their experience)	05
<b>4</b>	<b>Approach and Methodology</b>	<b>25</b>
4a	Coverage of scope and understanding the needs of the assignment	05
4b	Suggested approach for the execution of the assignment	05
4c	Assessment of proprietary consulting tools/ methodology to conduct traffic assessment and operational improvements	05
4d	Presentation: To assess experience and capabilities of handling similar projects as Consultant, team Qualification and commitment to the project, research capabilities and global expertise	10

1 CA certified statement-showing revenues for 3 financial years FY 11-12, FY 12-13 and FY13-14 and the number of international consulting partners

2 Assignments excluding Preparation of DPRs, regulations, IT implementation, Forensic/ Internal Audit/ Risk Assessment and Transaction/M&A engagements. The Managing Director of the consulting firm shall self-certify; incase confidentiality clause has been signed by the consultant with the client

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 XXXX. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to Indian Ports Association for a period of 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:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (80% of X)	Weighted Financial Score (20% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

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

#### **11. Support/Inputs to be provided by IPA**

Ministry/IPA will provide the consultant, the MoU's of the last five years of the specified Port Trusts, Annual Report, Business/perspective Plan and Annual Plan submitted by Port



Trusts /Ministries and any other additional information which is available in public domain. Ministry/IPA will also facilitate meeting the concerned Ministry and Port Trust/Other organisation for this purpose.

## 12. Payment Terms

Payments shall be made to the Bidder as per the following Schedule, which will be released by Ministry of Shipping, GoI/IPA:

S. No.	Payment Schedule	% Payment
1	Draft report on cargo traffic projections & logistics bottlenecks	10%
2	Final report on cargo traffic projections & logistics bottlenecks	10%
3	Draft report on capacity enhancement/shelf of projects with high level cost estimates for major ports	10%
4	Final report on capacity enhancement/shelf of projects with high level cost estimates for major ports	15%
5	Report on identification of sites for new port development	15%
6	Perspective plan for Port-led Industrial Development of the Coastal Economic Clusters	15%
7	Report on government imperatives including financing plan & Report on PMO structure	15%
8	Final report based on stakeholder consultations	10%

## 13. General Terms and Conditions

- (i) Data provided for the study are confidential in nature. The consultant should not share the data without IPA 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 client'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 Delhi/New Delhi.
- (vi) The bidder should be registered under relevant Laws/Acts of the country.
- (vii) In case of any dispute arising, the decision of the IPA 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 IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. The Authority reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If 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 Authority reserves the right to

consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

**(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 Authority for, inter alia, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of the Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 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 Authority who is or has been associated in any manner,

directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant! adviser of the Authority in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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### **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. 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.”
3. 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.”
4. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

## LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Origin-Destination study, Operational efficiency analysis based enhancement of Indian Ports Capacity] 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 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 EMPOLYER**

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 TP-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 toher 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]

Date :

Place :

**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 PMC for Sagarmala Project

**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:

### Financial Proposal for PMC for Sagarmala Project

#### A. Fee for Assignment

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

Total (A) ( Fees in words)= Rs.

#### B. Deployment a team of two professional at Ministry (on Monthly basis) after end of consultancy for a period of one year

Sl. No.	Deployment of team	Rate of man permonth (inclusive of all Taxes)	Fee for One year (inclusive of all Taxes)
1	Team Leader		
2	Team Associate		
TOTAL (B)			
(in words) = Rs			

Total ( A + B) ( in words) = Rs.

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:



**List of Major Ports**

- 1) Kolkata Port Trust (KDS & HDC)
- 2) Paradip Port Trust
- 3) Visakhapatnam Port Trust
- 4) Ennore Port Ltd
- 5) Chennai Port Trust
- 6) V.O. Chidambaranar Port Trust
- 7) Cochin Port Trust
- 8) New Mangalore Port Trust
- 9) Mormugao Port Trust
- 10) Jawaharlal Nehru Port Trust
- 11) Mumbai Port Trust
- 12) Kandla Port Trust

### Check list of Documents

The bids shall be accompanied with the followings:

1). DD/ Pay order towards EMD(Rs 2,50,000/-), Document fee(Rs 10,000/-)	<input type="text" value="Yes/No"/>
2). Firm registration certificate	<input type="text" value="Yes/No"/>
3). Copy of Work Orders/ Self-certification	<input type="text" value="Yes/No"/>
4). Copy of completion certificates along with value/Self-certification	<input type="text" value="Yes/No"/>
5). Resume of Team Leader & Team members with supporting documents and undertaking to maintained the team during assignment	<input type="text" value="Yes/No"/>
6). Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	<input type="text" value="Yes/No"/>
7). Authority Letter , if any	<input type="text" value="Yes/No"/>
8). Duly Audited copy of Annual Accounts of Last three years	<input type="text" value="Yes/No"/>
9). Undertaking regarding Non Disclosure	<input type="text" value="Yes/No"/>
10). Undertaking regarding non- failure to perform	<input type="text" value="Yes/No"/>
11). Duly filled format(as given in Technical bid with Self Evaluation sheet & Financial bid)	<input type="text" value="Yes/No"/>