Date: 12/02/2015

# ADDENDUM No1 (RFP for Appointment of Consultant for Sagarmala Study)

# 1. Schedule for receipt of the application shall be read as follows:

- Receipt of offers on or before 3.00 PM (1500 Hrs) on 02/03/2015
  Opening of offers at 3.30 PM (1530 Hrs) on 02/03/2015

### 2. Evaluation of Proposal

### Marks table under clause 10 shall be read as follows:

S. N	Criteria	Marks
1	Size and reputation of consulting firm in India and globally	05
1a	Revenue of consulting firm in India. (only consulting division revenues;	05
	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>	
2	Experience of the firm relevant to the engagement	50
2a	Strategy assignments <sup>2</sup> (strategic planning, business/operational	15
	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	
2b	Global Port/coastline and shipping strategy <sup>2</sup> assignments done by the	15
	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	
2c	Assignments <sup>2</sup> done in industries that are key drivers of port traffic in India	05
	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	
2d	Assignments done for Special Economic Zones, Industrial Zones, Free	05

S. N	Criteria	Marks
	Trade Zones in the last 7 years with value of each engagement being more than USD 1,000,000	
2e	Technical port site evaluation assignments done in the last 7 years with value of each engagement being more than USD 300,000	10
3	Key personnel to be engaged in assignment (technical experts, partners, engagement leader)	20
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 deployed on this assignment. Experts will be evaluated on the basis of the years, quality & relevance of their experience	15
3b	Proposed project director (evaluated on the basis of the years, quality and relevance of their experience)	05
4	Approach and Methodology	25
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

## 3. Clause 2(I) of Section 2 – Project Management office shall be read as follows:

■ 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 professional shall be deployed at Ministry of Shipping for a period of one year initially from first day of the project execution from existing PMC team, who will do the study, with following experience:
  - Team leader with atleast 10 year relevant experience
  - Team associate with atleast 5 year relevant experience

Period of one year deployment can be extended for another one year on same payment terms. Fee payment for the team deployed for PMO shall be on quarterly basis

#### 4. Clause 5 of Section 1 – Conflict of Interest shall be read as follows:

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

### 5. Clause 4.3 of Section 2 (Penalty clause) shall be read as follows:

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 due force majore situation and 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 amount of that activity as per payment schedule released by IPA together with a penal rate of interest @ 10%

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