# Request for Proposal (RFP)

#### **FOR**

Appointment of Consultant for conducting "Quantitative Benchmarking, Capability Maturity Assessment and preparing a Roadmap for Operational Improvement for Major Ports in India"



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/-

#### LETTER FOR ISSUE OF RFQ FOR THE

# "Consultant for Quantitative Benchmarking, Capability Maturity Assessment and preparing a Roadmap for Operational Improvement for Major Ports in India"

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/Benchmarking/2014

14/01/2015

Notice Inviting RFP for appointment of Consultant for conducting a "Quantitative Benchmarking, Capability Maturity Assessment and preparing a Roadmap for Operational Improvement for Major Ports in India" study

Indian Ports Association has been assigned by Ministry of Shipping, Government of India with the task for appointment of Consultant for conducting a benchmarking study for Major Ports.

Accordingly, Indian Ports Association invites Requests for Proposal (RFP) from interested consultants for conducting a benchmarking study involving identification of national and international benchmarks in the port sector in order to improve the productivity, profitability, operational efficiency, and future growth prospects of Major Ports.

The RFP document providing the Term of Reference (ToR), prequalification 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 on 19/01/2015 at 1100 Hrs
- 2. Submission of document fee of Rs.10,000/- for RFP on or before 1430 Hrs on 30/01/2015.
- 3. Receipt of offers on or before 3.00 pm(1500 Hrs) on 30/01/2015
- 4. Opening of Technical offers at 1530 Hrs on 30/01/2015

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 "Quantitative Benchmarking, Capability Maturity Assessment and preparing a Roadmap for Operational Improvement for Major Ports in India" study

#### 1. Introduction

India's ports comprise of 12 major ports and around 200 non-major ports along the coast and islands. The Major Ports except one i.e. Kamarajar Port (Ennore) are managed by the respective Port Trust Boards and the Kamarajar Port is in the form of Public Limited Company. All the Major Ports are administered by the Central Government under Ministry of Shipping. The total volume of traffic handled by all the Indian Ports during 2013-14 was 980.00 million tonnes and the major ports account for around 57% of total sea-borne trade.

The importance of maritime infrastructure in facilitating international trade and economic growth is well recognized. The cargo handled at Major Ports has increased from 19.38 million tonnes in 1950-51 to 555.49 million tonnes by the end of 2013-14. For meeting the future challenges, a quantum growth in development and modernization of the port infrastructure is required, especially for ensuring global competitiveness.

With infusion of new technology and capacity building, the cumulative/total capacity available at ports matches the current requirement. The Capacity of the Major Ports as on 31-3-2014 was 800.52 Million Tonnes. However, ports are unable to handle additional traffic because of slow evacuation of cargo from the ports. Thus, despite having adequate capacity and modern handling facilities, the ports are not able to ensure a quicker turn around of ships (average turn around time in 2013-14 at major ports is 3.90 days). This undermines the competitiveness of Indian ports vis-à-vis other ports in the region and also with international ports

As per the Maritime Agenda, 2020, the traffic at major ports is likely to reach at the level of 1214.82 Million Tonnes by 2019-20, whereas capacity is likely to increase to 1459.53 million tonnes.

To this endeavor, Indian Ports Association on the direction of Ministry of Shipping has mandated to appoint a consultant for conducting a benchmarking study involving identification of national and international benchmarks in the port sector in order to improve the productivity, profitability, operational efficiency, and future growth prospects of Major Ports.

#### 2. Objective

The objective of this RFP is to engage an internationally reputed consultant to carry out benchmarking of 12 Major Ports. 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

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 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 brief description of the consultant's organisation and in the case of a (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 Consultant's Assignment/job, contract amount. and 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 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)

#### 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).

#### 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-30-01-2015, 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 shell 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.

#### 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 on 19/01/2015 at 1100 Hrs
- 2. Submission of document fee of Rs.10,000/- for RFP on or before 1430 Hrs on 30/01/2015.
- 3. Receipt of offers on or before 3.00 pm(1500 Hrs) on 30/01/2015
- 4. Opening of Technical offers at 1530 Hrs on 30/01/2015

#### 19. RFP Document

The RFP document providing the Term of Reference (ToR), prequalification criteria, terms and conditions including evaluation criteria and application fee are available in the web site <a href="http://ipa.nic.in">http://ipa.nic.in</a>.

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

One of the key objectives of Indian Ports Association (IPA) is the improvement of operational efficiency of the 12 Major Ports. It is commonly understood that other international ports operate at much higher levels of performance compared to Indian ports. In order to understand the reasons for the difference in performance and establish the status of performance of Indian ports in an objective and standard manner, IPA wishes to undertake a comprehensive benchmarking of Major ports versus international ports of repute. The outcome would not only assist the Major ports to identify the key areas of improvement but also facilitate the assessment of progress as the ports scale up in size and infrastructure with modern facilities.

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

- Quantitative benchmarking of all major ports
- Capability maturity assessment and
- Roadmap for operational improvement
- 2. **Scope of Work:** The scope of would include but not be restricted to the following:

#### Quantitative Benchmarking Module:

- The study would cover the operational, financial, human resources and efficiency related parameters for benchmarking
- Define Key Performance Indicators for the ports and terminals covering the following areas:
  - Marine operations

- Stevedoring/ jetty operations / vessel operations for the following commodities:
  - Dry Bulk (Mechanised coal handling, Agriculture-related commodities {Pulses, Grain and Fertilizers as representative commodities}, Non-mechanised coal & iron ore)
  - Containers
  - Break-bulk (steel as representative commodity)
- Yard performance
- Labor productivity
- o Cargo storage (containers & dry bulk only)
- Rake operations (loading/unloading of rakes)
- o Maintenance (Equipment uptime and breakdowns)
- Gate-In and Gate-out operations
- Road based evacuation (loading/unloading of trucks)
- Safety
- Customs
- Penetration of IT
- Conduct internal benchmarking among the Major ports on the above KPIs. Compare and contrast the performance of the major ports along with an understanding of the causal factors for the same. The consultant needs to visit each Major port for the same.
- Identify 3-5 ports & terminals outside India (in different regions namely Asia-Pacific, Americas & Europe) that are generally considered high performance ports & terminals and of comparable size, characteristics and relevance for Major Ports. IPA recognizes the model of major ports arising out of the unique institutional structure and regulatory/ policy environment of Indian ports that may / may not exist in other countries. Hence, the list of ports & terminals should be proposed by consultant in the proposal document and would be agreed upon in mutual discussion with the IPA as part of the inception report. Ideally, the ports & terminals would need to cover 2 benchmarks for each of the KPIs mentioned above.

- Compare and contrast the performance of major Indian ports vis-a-vis international ports & terminals on above select KPIs, and between the Indian ports on all other KPIs
- Identify root causes, clear bottleneck equipment/areas on the above ports & terminals that are drivers for the difference in their performance vis-a-vis Major Ports

#### Capability maturity assessment:

- Provide a structured framework for assessment of the operational capabilities of Major ports on the following key process areas:
  - Customer Service & Grievance Re-dressal, Sales and Business development
  - Equipment Maintenance planning
  - Maintenance execution
  - Spares & consumables Procurement & related Inventory management
  - Operations Planning
  - Operations execution
  - Service Contracts & Vendor management
  - Financial Budgeting and MIS
  - Strategic planning & development
  - People Learning & Development
  - Talent Attraction and retention
  - Performance management
  - Continuous improvement initiatives
  - Systematic problem solving
  - Information technology
- Assess the process capabilities of the major ports using a structured process framework through site visits and interactions with port officials
- Compare and contrast the process capabilities of major ports vis-a-vis global leading practices

 Identify key reasons for gaps in process capabilities for each Major port.

#### Roadmap for operational improvement:

On the basis of the quantitative and qualitative benchmarking carried out, a clear roadmap for improvement for each port needs to be laid out covering changes in the following broad areas

- Core business processes
- o Equipment
- o Organization structure
- o People skills
- o Information technology
- o Infrastructure
- o Policies
- Manning levels

#### 3. Normalization:

Study data shall be normalized using a proven and mutually agreed methodology that allows for comparison of dissimilar assets. The normalization method must account for each Port location, complexity and configuration to enable direct comparisons of various Ports. The normalization (equivalency) factors used must allow the port sector to compare themselves to each other in term of above mentioned attributes to see how they rank competitively.

#### 4. 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	Interim Report, comprising the Internal benchmarking among Major ports and process capability model	10 Weeks

S. No	Deliverable	Timeframe (from inception)
3	Draft final report on benchmarking	14 Weeks
4	Interim report on roadmap for operations improvement for each of the major ports	20 Weeks
5	Draft final report on roadmap	24 Weeks
6	Final Reports for each major port incorporating the comments from the respective Major Ports and IPA covering benchmarking and broad roadmap for operational improvement	26 Weeks

A total of 3 workshops/presentation corresponding to the Inception Report, Interim report and Draft Final Report would need to conducted in New Delhi by the consultant. The cost of the workshop would be borne by IPA.

- 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 IPA and will not be used for any other purpose other than those intended under RFP without obtaining permission of IPA. IPA will issue completion certificate to this effect.
- 4.2 Each deliverable of the consultant will be reviewed by the committee constituted by IPA for this purpose. The consultant would also be required to make a presentation on the draft reports before IPA/Port Trusts/Ministry 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 @ 0.5% 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 IPA. 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 @ 15%.

#### **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. IPA will constitute a Committee to 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	CA certified statement
	minimum turnover of more than INR 25	showing revenues for 3
	Crore on an average of last 3 years from	financial years FY 11-12,
	consulting revenues	FY 12-13 and FY 13-14.
PQ2	International experience and ports	
	network:	Details of the work and
	The bidder should have worked with at	confirmation by the
	least 3 large ports (least 50 MT per annum	authorized signatory of bidder

S.No	Criteria	<b>Supporting documents</b>
		to be submitted
	or equivalent container traffic)	
	internationally in the last 5 years on	
	relevant assignments with work similar to	
	the described scope	
PQ3	Capability for this engagement:	Details of the work and
	The bidder should have completed at least	confirmation by the
	one assignment related to improvement of	authorized signatory of
	operational efficiency/organizational	bidder
	efficiency for a port in India/globally with	The MD of the
	traffic of at least 50 MT per annum or	consulting firm shall
	equivalent container traffic in the last 5	self-certify if the firm
	years. The scope should include	has non-disclosure
	benchmarking and study of best practices	agreement
	as part of the assignment.	

\*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. 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. In such cases, broad details of the assignment has to be provided to ascertain relevance.

- 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 Consultant for conducting a benchmarking study of Port Sector with reference to select Port Trusts".

#### 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 singed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms

#### 9. Presentation

The consultant is 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;-

#### A) General Criteria:

- a) Experience and capabilities of handling similar projects as Consultant.
- b) Understanding of Ports
- c) Team Qualification and Manpower commitment to the RFP.
- d) Research capabilities.
- e) Global expertise

- **B) Specific** Criteria: The Methodology for preparation of the benchmarking report with special emphasis on the following;
  - a) Identification of Key Performance Indicators/benchmarks prevalent in national and international Port Sector.
  - b) Analysis of performance of selected Port Trusts on the identified benchmarks and recommendation of the benchmarks applicable and achievable by the Port Trusts.

#### 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.	Criteria	Marks
No		
1	Past experience of the agency in the last ten years	50
1a	Case studies undertaking assignment related to Benchmarking/ Process Maturity assessment / Process Improvement /Operations efficiency/ cost reduction for port/terminal/dry- dock in India. This would be assessed inter-alia on the recency, size, no of assignments and relevance and quality of the assignments. Ideally, the bidder should demonstrate experience of having undertaken a comprehensive/ multi-functional benchmarking, process analysis and efficiency improvement for a multi-purpose port/terminal of significant size. Assignments should be of a minimum value of Rs 5 Crores	10
1b	International case studies of undertaking assignment related to Benchmarking/ Process Maturity assessment / Process Improvement /Operations efficiency/cost reduction Port/terminal/dry-dock outside India. This would be assessed inter-alia on the recency, size, no of assignments and relevance and quality of the assignments. Ideally, the bidder should demonstrate experience of having undertaken a comprehensive/ multi-functional benchmarking, process	25

S. No	Criteria	Marks
	analysis and efficiency improvement for a large port. Assignments should be of a minimum value of USD 750,000 (INR 4.50 Crs)	
1c	Consulting assignments with foreign ports (Excluding assignments on transaction advisory, IT implementation, risk management and audit)	15
	Worked with 5 or more ports (15 marks) Worked with 3 to 4 ports (7 marks) Worked with 1 to 2 ports (2 marks)	
2	Qualification and Experience of Team Proposed for the	25
2a	Team Leader (One):  Post Graduate with minimum 10 years work experience in either Government or private sector in senior position in strategy / benchmarking study /operations improvement/ cost reduction assignments in ports and maritime sector. Team	10
	leader should have been a permanent employee of the bidder for at least 3 years. The candidate must have ideally been involved in at least 3 ports. Preference for international experience. Global experience preferred.	
2b	Process & Operations Benchmarking Expert (One):  Post Graduate with minimum 10 Years work experience in either Government or private sector in operations or process benchmarking studies / business process reengineering / cost reduction assignments. Ideally, the benchmarking expert should have worked on at least 3 ports. The expert should have been a permanent employee of the bidder for at least 1 year. Preference for international experience. Global experience preferred.	8
2c	Port Sector Expert (One):  Post Graduate with minimum 10 Years work experience in either Government or private sector including business consulting, operations improvement and strategy consulting assignments in ports & maritime sector.  Port expert should have ideally worked on 3 ports and should have international experience. The expert should have been a	7

S.	Criteria	Marks
No		
	permanent employee of the bidder for at least 1 year. Global experience preferred.	
3	Approach, Methodology and Work Plan Proposed	15
4	Presentation	10
	To assess experience and capabilities of handling similar projects as Consultant, understanding of Ports, team Qualification and commitment to the project, research capabilities and global expertise	

### 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		[Marks secured by the respective
Bidder for the Project	= 100 X	Bidder]
(X)]		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	= 100	[Lowest offer quoted by the qualified bidder (Rs.)]
score' of Bidder	$\mathbf{v}$	ter were seem queen by the quinces of the course (1.11).
for the project(Y)]	A	[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	Financial	Weighted	Weighted	Composite
	Score (X)	Score (Y)	<b>Technical Score</b>	Financial Score	Score
			(80% of X)	(20% of Y)	(F=D+E)
A	В	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

IPA will provide the consultant, the MoU's 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. IPA will also facilitate meeting the concerned Ministry and Port Trust for this purpose.

#### 12. Payment Terms

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

S. No.	Payment Schedule		% Payment		
1	Inception report depicting the methodology, etc	variances if any, timelines, work plan	15%		
2	Interim Report comprising the Internal band Process Capability Model	Interim Report comprising the Internal benchmarking among Major ports and Process Capability Model			
3	Draft final Report on benchmarking				
4	Interim report on roadmap for operations improvement for each of the major ports		15%		
5	Draft final Report on operations improvement roadmap		15%		
6	Final Reports for each major port incorporating the comments from the respective Major Ports and Ministry of Shipping/IPA		20%		

Note: The above stage Payment will be made against Bank Guarantee. And the Bank Guarantee will be returned after successful completion of Assignment.

#### 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 preestimated 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.

\*\*\*\*

#### **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.

FORM TP-1

LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Quantitative Benchmarking, Capability Maturity Assessment and preparing a Roadmap for Operational Improvement for Major Ports in India] 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:

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#### 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.	Name of	Orde	Scope of	Date of	Value	Actual	Person/
N	Entity with	r No.	Consultan	award	of	Date of	Project
о.	complete	and	cy work	of	Contra	Complet	authority who
	communicat	Date		contrac	ct	ion	could be
	ion address.			t &			contracted for
				Contrac			further
				t Period			information.

#### B) Skill & Competencies & Team Size

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

#### C) Gross Annual Revenue (in `)

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

#### ( Seal & Signature of Bidder)

<u>Note:</u> 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 ASSIGMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal. Your 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 prose 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:

**FORM TP-6** 

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES

AND DECLARATION THEROF

Are three 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:

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#### **Section 3**

#### (Financial Proposal-Standard Forms)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for Benchmarking Reports

FORM FP-1

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 ]. 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:

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## **Financial Proposal for Benchmarking Reports**

Sl.	Name of the Assignment	Fees quoted (inclusive
No.		of all Taxes)
( Fees	s in words) Rs.	
Autho	orized Signature [in full and initials]	:
Name		
Desig	nation:	
	0.77	
Name	of Firm:	
Addre	ess:	

#### **Annexure-I**

#### **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 Managlore 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 100,00/-)	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 and undertaking to maintained the team during assignment	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). Undertaking regarding non- failure to perform	Yes/No
11). Duly filled format(as given in Technical bid with	Yes/No