

**Request for Proposal  
(RFP)  
For  
Appointment of Consultant for “Driving  
capacity and efficiency enhancement by  
identifying and program managing strategic  
projects at JNPT”**



**Indian Ports Association  
1st Floor, South Tower, NBCC Place  
B. P Marg, Lodi Road  
New Delhi - 110003  
Ph No : 011-24369061/63; Fax No : 011-24365866  
Email: ipa@nic.in**

**INR 10,000/-**

**(July, 2016)**

**LETTER FOR ISSUE OF RFQ FOR**

**Consultant for “Driving capacity and efficiency enhancement by identifying and program managing strategic projects at JNPT”**

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 : \_\_\_\_\_

"Driving capacity and efficiency enhancement by identifying and program managing strategic projects at JNPT. "

Indian Ports Association (IPA) intends to procure the services of a consultant on behalf of JNPT for driving capacity and efficiency enhancement by identifying and managing strategic projects.

Accordingly, IPA invites Requests for Proposal (RFP) from interested consultants for the same.

The RFP document providing the Terms 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 on 15/07/2016 at 1200 Hrs
2. Receipt of offers on or before 3.00 pm (1500 Hrs) on 27/07/2016
3. Opening of Technical offers at 3.30 pm(1530 Hrs) on 27/07/2016

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, N.B.C.C. Place, Bhisham Pitamah Marg, Lodi Road, New Delhi - 110003

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**

### **Driving capacity and efficiency enhancement by identifying and program managing strategic projects at JNPT**

#### **Introduction**

Jawaharlal Nehru Port Trust (JNPT) is the leading gate way port in India. In FY16, JNPT (referred to as 'Employer') handled 4.2Mn TEUs of containers which represented 55% of total container traffic in India.

JNPT is facing capacity constraints with utilization levels of ~80- 90% at the current productivity levels. Additionally, customers at JNPT are also facing a high evacuation time of ~100-120 hrs both for export and import. This has led to a ranking of 133 in the 'Trading across boundaries' segment of the overall ease of doing rakings (World bank). These factors have resulted in JNPT losing traffic to competition. JNPT volumes have hovered around 4-4.5Mn TEUs for past few years while that of key competition has grown by ~20%. In addition to containers, JNPT also has a liquid terminal which is also facing capacity constraints.

In order to address the twin issues of capacity saturation and slow evacuation, JNPT has already identified a number of projects relating to 1) Capacity augmentation 2) Port modernization 3) Evacuation infrastructure and process improvement. Key capacity enhancement projects include extending the NSICT berth, developing new PSA berth as well as development of a new liquid berth. In the current scenario where capacity utilization is near 90%, it is imperative that these projects be expedited. Also, in the short term JNPT needs to look at measures for improving productivity to fully utilize the available capacity. To better utilize the existing equipments, 11 key operational improvement initiatives have been identified. Further, as the volume mix between terminals has recently changed, there is also a need to propose processes and systems for terminals like JNPCT to absorb the extra volume. On evacuation, three sets of solutions have been proposed – 1) documentation and verification process change 2) System level changes 3) infrastructure improvement. Most of these initiatives are at concept stage. There is an imminent need to expedite these initiatives so that JNPT is

able to handle extra volume. This will unlock significant commercial value for JNPT. Thus, to achieve these objectives, IPA on behalf of JNPT now wishes to engage a leading Management Consultant (referred to as 'Consultant') for Project Conceptualization, Management and Implementation Support to ensure timely, effective and successfully execute the identified initiatives / projects as well as to identify new projects as required.

### **Objective**

JNPT is committed to driving traffic growth as well as delivering best in class service levels to its customers. The objective of this program is to help JNPT in achieving its objectives by under taking a comprehensive view on the projects and initiatives to be executed at JNPT for capacity enhancement, port modernization and evacuation improvement and expediting the implementation of the same. To this end, the Consultant shall engage all stakeholders to form a comprehensive picture of current pain points at JNPT and prepare a solution map for addressing them. The Consultant will further help JNPT to expedite implementation of the project by providing necessary support for undertaking feasibility assessment, tendering of DPRs, drafting RFPs, managing contractors, supporting JNPT in managing stakeholders, monitoring of the projects under implementation and working with JNPT and other stakeholders to resolve roadblocks. The Consultant shall also assist JNPT in driving port led development projects.

The RFP document provides the Terms 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, 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 JNPT/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 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 aspect of their proposal, contract, etc.

#### **4. Clarification and Amendment of RFP Documents**

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

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



to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **5. Conflict of Interest**

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

5.2 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

**Indian Ports Association** **Page 9 of 55**

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. In this regard, all bidding consultants will be given access to the relevant reports submitted by the consultant of "Benchmarking, Process Maturity Assessment & Operational Improvements roadmap" and the relevant documents of the "Origin-Destination study" conducted under the Sagarmala program assignment.

## **7. Proposal**

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

## 8. Preparation of Proposals

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

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

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

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

(a) A brief description of the consultant's organisation and in the case of a consortium/joint venture of each partner, will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but

can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of confidentiality agreements with clients, a self certification from the Managing Director of the consultant should be provided.

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

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

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

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

8.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal will be submitted only for year 1 (first 12 months). The financial quote for year 2 will be assumed to be the same financial quote as made for year 1. The same quote will also apply for year 3, if the extension is given by the Employer. 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 Domestic taxes (such as Value added, services, income taxes, fees, levies, etc) on amount payable by the employer under the contract.

## **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 equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job.

### 13. Submission, Receipt and Opening of Proposal

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

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

13.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE-**27/07/2016**". 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 document will then be incorporated in the contract .

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

**16. Award of Contract :** After technical Negotiations, the employer shall issue a letter of intent(LOI) to the selected consultant. The consultant will sign the contract after

fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, etc.

## **17. Confidentiality**

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

## **18. Timelines and Schedule**

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

1. Pre-Bid Meeting on 15/07/2016 at 1200 Hrs.
2. Receipt of offers on or before 3.00 pm (1500 Hrs) on 27/07/ 2016
3. Opening of Technical offers at 3.30 pm (1530 Hrs) on 27/07/ 2016

## **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 web site <http://www.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 - 110003**

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)**

#### **1. Background**

Jawaharlal Nehru Port Trust (JNPT) is the leading gate way port in India. In FY16, JNPT handled 4.2Mn TEUs of containers which represented 55% of total container traffic in India.

JNPT is facing capacity constraints with utilization levels of ~80- 90% at the current productivity levels. Additionally, customers at JNPT are also facing a high evacuation time of ~100-120 hrs both for export and import. This has led to a ranking of 133 in the 'Trading across boundaries' segment of the overall ease of doing rakings (World bank). These factors have resulted in JNPT losing traffic to competition. JNPT volumes have hovered around 4-4.5Mn TEUs for past few years while that of key competition has grown by ~20%. In addition to containers, JNPT also has a liquid terminal which is also facing capacity constraints.

In order to address the twin issues of capacity saturation and slow evacuation, JNPT has already identified a number of projects relating to 1) Capacity augmentation 2) Port modernization 3) Evacuation infrastructure and process improvement. Key capacity enhancement projects include extending the NSICT berth, developing new PSA berth as well as development of a new liquid berth. In the current scenario where capacity utilization is near 90%, it is imperative that these projects be expedited. Also, in the short term JNPT needs to look at measures for improving productivity to fully utilize the available capacity. To better utilize the existing equipments, 11 key operational improvement initiatives have been identified. Further, as the volume mix between terminals has recently changed, there is also a need to propose processes and systems for terminals like JNPCT to absorb the extra volume. On evacuation, three sets of solutions have been proposed – 1) documentation and verification process change 2) System level changes 3) infrastructure improvement. Most of these initiatives are at concept stage. There is an imminent need to expedite these initiatives so that JNPT is able to handle extra volume. This will unlock significant commercial value for JNPT. Thus, to achieve these objectives, JNPT now wishes to engage a leading Management

Consultant (referred to as 'Consultant') for Project Conceptualization, Management and Implementation Support to ensure timely, effective and successfully execute the identified initiatives / projects as well as to identify new projects as required.

## **2. Objectives of the program**

JNPT is committed to driving traffic growth as well as delivering best in class service levels to its customers. The objective of this program is to help JNPT in achieving its objectives by under taking a comprehensive view on the projects and initiatives to be executed at JNPT for capacity enhancement, port modernization and evacuation improvement and expediting the implementation of the same. To this end, the Consultant shall engage all stakeholders to form a comprehensive picture of current pain points at JNPT and prepare a solution map for addressing them. The Consultant will further help JNPT to expedite implementation of the project by providing necessary support for undertaking feasibility assessment, tendering of DPRs, drafting RFPs, managing contractors, supporting JNPT in managing stakeholders, monitoring of the projects under implementation and working with JNPT and other stakeholders to resolve roadblocks. The Consultant shall also assist JNPT in driving port led development projects.

## **3. Duration of the program**

The program shall be for a period of **1 year** extendable by another one year on mutual consent.

## **4. Scope of work**

Overall, there are **32 projects** already identified under four focus areas. A detailed list of these projects is summarized in Annexure 3. The scope of work for these 32 project and any new projects identified subsequently by the Consultants, shall consist of the following:

1. Consultant shall assist JNPT in expediting key capacity addition projects
  1. Lengthening of NSICT berth

2. Developing 1KM PSA berth
3. Developing liquid berth
4. Building dedicated coastal berth

Projects on lengthening of NSICT berth and developing 1KM PSA berth are in implementation phase. The consultant shall assist JNPT in monitoring, tracking and expediting the same. On liquid berth, the consultant shall help in re-evaluating and refining the plan so that there is enough commercial interest in the same. Further, the consultant shall help JNPT appoint consultants to study the feasibility of coastal berth, and conduct DPR.

2. Assist JNPT in improving overall evacuation scenario. This will involve support along three areas:
  1. Driving process changes in documentation and verification like customs verification process, CISF verification process, process for generation of let export order (LEO), out of charge document (OOC) etc.,
  2. Driving system level changes like integration of NAVIS with PCS, evaluating and implementing new systems like vehicle booking system, automating process steps which are currently done manually etc.
  3. Expediting implementation of infrastructure for evacuation. This involves helping JNPT draft DPR, float RFP and monitor progress post award in construction of four flyovers, creating common rail yard for all four terminals, creating common ICD yard area. Besides helping expedite these projects, the Consultant shall also analyze the entire evacuation scenario and propose a comprehensive solution map for evacuation at JNPT.
3. The Consultant shall assist JNPT in defining strategy for port led development. The Consultant shall help JNPT in the creation of DPR for planned projects like Multi Modal Logistics Park (MMLP) near Jasai yard and the two dry ports planned at Jalna and Wardha. Post DPR, the Consultant shall help design the program, draft RFP and support in discussions with potential investors. The Consultant shall also help in

defining strategy for port led development including identifying industries and players to be targeted, infrastructure to be setup..

4. Consultant shall ensure continued monitoring of port modernization initiatives identified as part of earlier projects. The key projects include:
  1. Stabilization of operator incentive scheme
  2. Strengthening of shallow berth yard
  3. Ensuring effectiveness of operator training scheme
  4. Commissioning of new RTGCs
  5. Minimization of 'wait for TT' time
  6. Reduction of shift change over time
  7. Improvement of overall quay and yard planning process

**The detailed scope of work is given below**

1. Program Manage and expedite **capacity expansion projects**
  - a. Expedite execution of current projects for capacity enhancement to help JNPT reach capacity of 8 Mn TEUs by FY18. The Consultant shall help JNPT ensure that the projects on lengthening of NSICT berth and development of new PSA berth are rigorously monitored, decision / approvals are expedited, delays escalated and resolved with concessionaires to ensure completion on schedule.
  - b. For coastal terminal help establish commercial feasibility, support in preparing RFP for DPR consultant, support in managing DPR tendering and award process. Post DPR, the Consultant shall help in deciding appropriate project structure PPP, BOT, BOOT etc, and support in conducting discussions with prospective bidders.
  - c. The consultant will help re-evaluate the business case for the planned liquid terminal. Evaluate the project structure and financial model and suggest changes as needed. The Consultant shall engage with potential contractors to identify issues related to failure of previous tender and will suggest suitable modifications to the project structure/ RFP. The consultant will also help

- JNPT run an effective and timely procurement process. Post assignment of contract, the Consultant shall monitor the same to ensure timely completion.
- d. For all projects post assignment of LoI, the Consultant shall monitor the progress of the project to ensure timely completion. To this end, Consultant shall develop and maintain project plan and update the same regularly. Consultant shall be responsible to highlight any potential issues that may come up at any stage of implementation and get it resolved by involving JNPT, Ministry of Shipping, and other ministries as needed.
  - e. The Consultant will also evaluate and suggest need for any new capacity addition projects as found necessary to improve performance and evacuation at JNPT.
2. Help JNPT in **reducing evacuation time** by implementing identified initiatives, co-ordinating with multiple stakeholders like customs, CFS, trade etc., suggesting further steps for process simplification and de-congestion. To this end, the Consultant shall
- a. Help JNPT onboard vendors for undertaking detailed time and motion study. Post on-boarding of vendor, the Consultant shall co-ordinate time and motion study for container movements to and from JNPT. The Consultant shall further analyze the data to accurately identify points of time wastage and congestion and come up with initiatives for reducing delays and evacuation time.
  - b. The consultant will evaluate all documentation and verification processes involved in CFS to berth and berth to CFS like customs verification process, CISF verification process, process for generation of let export order (LEO), out of charge document (OOC) etc., and propose improvements/ automation as needed. The consultants will support port in engaging and co-coordinating with Stakeholders, Custom officials, Ministry of External Affairs etc. to drive required changes.
  - c. Help port define the key improvements in IT systems needed to stream line evacuation processes. This includes modifications needed in port IT systems like PCS, NAVIS as well as IT systems of stakeholders like customs ICEGATE.

In doing so, the Consultant shall consider all the outputs of previous committees as well as leverage global expertise/ case studies. Once finalized, the Consultant shall co-ordinate implementation of IT systems changes by helping JNPT design appropriate RFP, assign appropriate contractors and monitoring the progress

- d. Co-ordinate with all Government and non-government agencies involved like customs, CFS etc. in aligning on and implementing process changes to improve overall evacuation
- e. Help JNPT assign consultants to prepare DPRs for the following key projects identified for evacuation
  - Construction of four additional flyovers,
  - Creating common rail yard
  - Creating common ICD yard

3. Define strategy for **port led development** including industries and players to be targeted, infrastructure to be setup and help JNPT in implementation of the same.

- a. The Consultant shall prepare overall strategy for port led development at JNPT outlining the industries and players to be targeted and infrastructure development required
- b. The Consultant shall help manage procurement process for appointment of technical consultants for preparing DPR of the planned projects as well as new projects to be identified.
- c. Consultant shall help JNPT identify the tenant mix for industrial park. To this end, the consultant shall help prepare a long list of prospects in each category
- d. The consultant shall provide tools and help manage pipeline from prospecting to signing of MoUs and also help negotiate with prospects as required

4. Enable JNPT to further modernize and improve productivity and efficiency at berth and yard by expediting current initiatives as well as identifying new ones:

- a. Supporting JNPT in ensuring timely completion of productivity and efficiency linked initiatives at JNPT - including stabilization of operator incentive

scheme, operator training program, and dynamic deployment of RTGCs, reducing shift change over times etc. The Consultant shall monitor the progress as per the implementation road map and escalate any slippage/ road blocks.

- b. The Consultant will also evaluate and suggest initiatives for further improvement of productivity at JNPT as required. They will also assist JNPT in preparation of implementation road map for the new initiatives and hand holding in implementation.
- c. JNPT has identified a set of projects and equipment procurement to modernize and improve port productivity. The projects are listed below:
  - i. acquisition of RTGCs,
  - ii. strengthening of shallow berth yard,
  - iii. building control tower for RTGCs etc

For these projects consultants will help in drafting the RFP for onboarding the DPR consultant / procurement of equipments (wherever required), rigorous monitoring and tracking to ensure timely completion of projects and timely escalate delays.

Overall, there are **32 projects** already identified under the above four focus areas. A detailed list of these projects is summarized in Annexure 3.

## **5. Key Deliverables and timeframe:**

The consultant will have to submit inception report by week 3 of the project. From second month onwards, the consultant will submit a progress report on the 30th of every month. The report will clearly highlight status of the projects, delayed milestones, next steps, decisions required etc. Payments will be linked to the submission of these reports.

5.1 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 JNPT and will not be used for any other purpose



other than those intended under RFP without obtaining permission of JNPT. JNPT will issue completion certificate to this effect.

5.2 Each deliverable of the consultant will be reviewed by the committee constituted by JNPT for this purpose. The consultant would also be required to make a presentation on the draft reports before IPA/JNPT/Ministry and incorporate their suggestions in the final report.

## **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 JNPT/IPA.
- vi. No oral conversations or agreements with any official, agent or employee of JNPT/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 JNPT/IPA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by JNPT/IPA to bidders shall not be considered binding on JNPT/IPA, nor shall any written materials provided by any person other than JNPT/IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against JNPT/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	<b>Size and Financial Solvency:</b> 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	CA certified statement showing revenues for 3 financial years FY 12-13, FY 13-14 and FY14-15.
PQ2	<b>International experience and ports network:</b> The bidder should have worked with at least 3 large ports (at least 50 MT per annum or 1 M TEU container traffic) internationally in the last 5 years on relevant assignments with work similar to the described scope	Details of the work and confirmation by the authorized signatory of bidder

The MD of the consulting firm shall self-certify if the firm has non-disclosure agreement with its clients.

\*Relevant Assignment is defined as business, operational, strategic project monitoring and implementation support 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. However, if the bidder becomes a successful bidder, then the bidder has to produce the certifications duly certified by the client or a Chartered accountant.
- 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 envelope and sealed along with EMD. This outer envelope shall bear the title of the assignment **“Appointment of Consultant for driving capacity and efficiency enhancement by identifying and program managing strategic projects at JNPT”**.

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

## 9. Evaluation of Proposal

#	Criteria	S.No	Sub-Criteria	Marks
<b>A</b>	<b>Firm Size</b>	<b>A1</b>	Annual turnover in FY14-15 from consultancy business in India <ul style="list-style-type: none"> <li>Rs. 100 – 125 Cr (6 Marks)</li> <li>Rs. 126 – 150 Cr (8 Marks)</li> <li>Rs. &gt;150 Cr (10 Marks)</li> </ul>	10
				<b>10</b>
<b>B</b>	<b>Relevant project experience</b>	<b>B1</b>	Number of Large Transportation Sector projects (Ports, Shipping, Roads, Airports) in India with project value of at least Rs. 5 Crore in last 5 years <ul style="list-style-type: none"> <li>1 project (6 Marks)</li> <li>2 projects (8 Marks)</li> <li>3 or more project (10 Marks)</li> </ul>	<b>10</b>
		<b>B2</b>	Number of International and Indian Ports projects, with project value of at least Rs. 6.5 Crores/ USD 1 Mn, in last 5 years <ul style="list-style-type: none"> <li>3 -5 (6 Marks)</li> <li>6-7 (8 Marks)</li> <li>&gt; 8 (10 Marks)</li> </ul>	<b>10</b>
				<b>20</b>
<b>C</b>	<b>Quality of approach methodology</b>	<b>C1</b>	Quality and relevance of Approach and Methodology proposed in the technical proposal evaluated on: <ul style="list-style-type: none"> <li>Appreciation of program objectives and key engagement challenges</li> <li>Tools &amp; Methodology proposed</li> </ul>	<b>30</b>
				<b>30</b>

#	Criteria	S.No	Sub-Criteria	Marks
<b>D</b>	<b>Qualification &amp; competence of the key staff for the assignment</b>	<b>D1</b>	The details of the minimum requirement of core team and the evaluation criterion are given in Table 1 below	<b>40</b>
				<b>40</b>

**Table 1**

<b>D. Qualification &amp; competence of the key staff for the assignment</b>				
<b>S.</b>	<b>Position</b>	<b>Number</b>	<b>Educational Background and Experience</b>	<b>Points</b>
1	International Ports Expert	2 No.	<ul style="list-style-type: none"> <li>• Should have a Masters Degree in Engineering / Business Administration from a reputed and recognized University or Institution</li> <li>• Minimum 7 years of progressive professional experience with roles in working on projects related to Ports sector in multiple countries</li> <li>• Should be the employee of a firm in consortium for atleast 3 years</li> </ul>	2*4 = 8
2	Infrastructure Expert	1 No.	<ul style="list-style-type: none"> <li>• Should have a Masters Degree in Engineering / Business Administration from a reputed and recognized University or Institution</li> <li>• Minimum 7 years of progressive professional experience with roles in working on projects related to infrastructure development sector in multiple countries</li> <li>• Should be the employee of a firm in consortium for atleast 3 years</li> </ul>	8

<b>D. Qualification &amp; competence of the key staff for the assignment</b>				
<b>S.</b>	<b>Position</b>	<b>Number</b>	<b>Educational Background and Experience</b>	<b>Points</b>
3	Civil engineering expert	1 No,	<ul style="list-style-type: none"> <li>• Should have a Masters Degree in Civil/ Mechanical Engineering from a reputed and recognized University or Institution</li> <li>• Minimum 7 years of progressive professional experience with roles in preparing feasibility and detailed project reports (DPRs) for projects related to road, rail and other marine civil structure development</li> </ul>	8
4	Program Director	1	<ul style="list-style-type: none"> <li>• Should have Masters Degree in Engineering / Business Administration from a reputed and recognized University or Institution.</li> <li>• Minimum 15 years of progressive professional experience with senior roles across core elements of Project Planning / Project Supervision / Program Management</li> <li>• Should have experience of managing at least two long term programs / projects (project duration of 6 months or more) in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management</li> <li><input type="checkbox"/> Should have experience in working on/ managing projects (either in India / outside India) related to Ports / Highways / Shipping other Transport Infrastructure sector</li> </ul>	8



D. Qualification & competence of the key staff for the assignment				
S.	Position	Number	Educational Background and Experience	Points
5	Program Lead	1	<ul style="list-style-type: none"> <li>• Should have Masters Degree in Engineering / Business Administration from a reputed and recognized University or Institution.</li> <li>• Minimum 12 years of progressive professional experience with senior roles across core elements of Project Planning / Project Supervision / Program Management</li> <li>• Should have experience of managing at least four long term program / project (project duration of 6 months or more) in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management.</li> </ul>	8

Each Proposal, which pre-qualifies in, shall be evaluated accordingly to the following criteria and granted a score. If the Technical Score is **less than 70** 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.

The MD of the consulting firm shall self-certify if the firm has non-disclosure agreement with its clients.

The weightage for the technical details and financial quote is given below:

- Technical Proposal                      - 80%
- Financial Bid                                - 20%

**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]
		<b>Highest Marks</b> 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 70 or above shall be declared as qualified for evaluation of their ‘Financial Bid’. Bidders who have secured less than 70 for Technical Score shall be rejected.

### **Financial Score: (Y)**

The bidders shall submit their quote as per the format provided. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to IPA for a period of 12 months (year 1). The consulting fees for year 2 will be assumed to be the same financial quote as made for year 1. 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

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

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

IPA will provide the consultant all relevant inputs from JNPT such as the MoU's of the last five years, Annual Report, Business Plan and Annual Plan and any other additional information which is available in public domain. IPA will also facilitate meetings for this purpose.

#### **11. Payment Terms**

The consultant will raise an invoice at the end of every month post submission of the 'project implementation status report'. The Employer will release payments within 15 days of raising the invoice as per the Terms and Conditions as specified in Special Conditions of Contract.

JNPT reserves the right to terminate the assignment at the end of first 24 months (phase 1) and will communicate the same 2 weeks before completion of phase 1 of the project. The project will be assumed to be continued into Phase 2 and consultant will continue the assignment without break on phase 2 unless communicated otherwise two week before the completion of phase 1.

#### **12. Tax liability**

The bidders are required to quote exclusive of Domestic Taxes. These taxes will be reimbursed based on rates prevailing at the time of payment. The IPA/JNPT shall be entitled to deduct tax at source as may be applicable. The TDS certificate (S) shall be submitted as per the due date specified in the Income Tax Act.

#### **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 Port Trust 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 Port Trust, the supplemental information sought by the Port Trust 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 Port Trust 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 Port Trust, 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 Port Trust 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 Port Trust 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 Port Trust for, *inter alia*, time, cost and effort of the Port Trust, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of the Port Trust herein above and the rights and remedies which the Port Trust may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Port Trust 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 Port Trust during a period of three years from the

date such Applicant or Consultant, as the case may be, is found by the Port Trust 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 Port Trust 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 Port Trust, 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 Port Trust 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 Port Trust 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. 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 [Driving capacity and efficiency enhancement by identifying and program managing strategic projects at JNPT] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD. We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in Part II of Section 1, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address :

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

**A- Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

**B- Consultant's Experience**

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of consultants, the consultant must furnish the following information for each of the consortium member separately]

**A) Organizational Experience**

Sl. No.	Name of Entity with complete communication address.	Order No. and Date	Scope of Consultancy work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/Project authority who could be contracted for further information.

**B) Skill & Competencies & Team Size**

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

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

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2012-13			
2013-14			
2014-15			

**( 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 MD of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

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

**1. On the Terms of Reference**

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

**2. On Inputs and Facilities to be provided by the employer**

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

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

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

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

**CURRICULUM VITAE(CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position :  
[For each position of key professional separate from Tech-5 will be prepared]:
2. Name of Firm :  
[Insert name of firm proposing the Staff]:
3. Name of Staff :  
[Insert full name]:
4. Date of birth :
5. Nationality :
6. Education :  
[Indicate college/university and to her 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. 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:

13. 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 profitability Reports

**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] for year 1 of the project (first 12 months) with the understanding that the same quote will be applicable for year 2 of the project and year 3 if extended by the Employer. This amount is exclusive 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 Profitability Reports

Sl. No.	Name of the Assignment	Fees quoted (exclusive of all Taxes) – for the first 12 months of the project (same quote will apply for year 2 and also for year 3 if extension is given by the Employer)

**( Fees in words) Rs.**

Authorized Signature [in full and initials]:

Name

Designation :

Name of Firm:

Address:

**Check list of Documents**

The bids shall be accompanied with the followings:

1) DD/ Pay order towards EMD(Rs 2,50,000/-), Document fee(Rs 100,00/-)	<b>Yes/No</b>
2) Firm registration certificate.	<b>Yes/No</b>
3) Copy of Work Orders/ Self-certification	<b>Yes/No</b>
4) Copy of completion certificates along with value/Self-certification	<b>Yes/No</b>
5) Resume of Team Leader & Team members with supporting documents	<b>Yes/No</b>
6) Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	<b>Yes/No</b>
7) Authority Letter , if any	<b>Yes/No</b>
8) Duly Audited copy of Annual Accounts of Last three years	<b>Yes/No</b>
9) Undertaking regarding Non Disclosure	<b>Yes/No</b>
10) Duly filled format (as given in Technical bid with Self Evaluation sheet & Financial bid)	<b>Yes/No</b>

**Annexure 3: List of Projects for which consultant will have to provide project management and implementation support**

Sl.No.	Area	Description
1	Capacity expansion	Develop 330 m extension to existing NSICT berth
2	Capacity expansion	Develop 1 km PSA berth
3	Capacity expansion	Develop additional liquid bulk terminal
4	Capacity expansion	Develop coastal berth
5	Evacuation	Create 4 flyovers in the port area
6	Evacuation	Develop common rail and ICD yards
7	Evacuation	Laying of additional railway line from 4th terminal to Jasai yard
8	Evacuation	Concretization of roads
9	Evacuation	Setting up of dry ports : Jalna & Vardha
10	Evacuation	Setting up of multi modal logistics park
11	Evacuation	Implement vehicle booking system
12	Evacuation	Implement RFID- 1. Phase I : Gate automation 2. Phase II : Traffic monitoring from Centralized Parking Yard and CFS
13	Evacuation	Establish parking plaza - 1. Phase I : Individual parking plazas for each terminal 2. Phase II : Centralized parking plaza (22 Ha of 45 Ha is paved)
14	Evacuation	Replicate similar gate entry and exit processes across 3 terminals
15	Evacuation	Drive policy changes for minimizing gate-in duration and streamline the process for effective implementation
16	Evacuation	Define DPD yard stacking plans in conjunction with logistics solution to streamline DPD
17	Evacuation	Implement common rail yard operations

Sl.No.	Area	Description
18	Evacuation	Implement SLA based rail evacuation to minimize the rake TAT
19	Evacuation	Coordination with Indian railways for reducing minimum distance slabs
20	Evacuation	Coordination with Indian railways to provide competitive rates for long distance container transportation
21	Evacuation	Coordination with Indian Customs to minimize multiple checks at exports - 1. Phase I : Provide customs approvals at parking yards 2. Phase II : Electronically provide gate entry details to customs for 'goods registration'
22	Evacuation	Link import EIR system with customs OOC/ Trans-shipment Permit issuance -through effective import yard planning
23	Evacuation	Integrate NAVIS with PCS
24	Evacuation	Track and monitor stagewise dwell time for containers by developing a process and portal to collect timestamps
25	Port modernization	Strengthen shallow water berth
26	Port modernization	Implement operator rewards scheme
27	Port modernization	Renovate operator training center and overall training program
28	Port modernization	RTGC commissioning
29	Port modernization	Reduce of shift change over time
30	Port modernization	Minimize TT waiting time for the QC
31	Port modernization	Improve overall planning process - link the yard plan with adjusted TAKT
32	Port modernization	Align QC deployment plan with LOA & vessel load plan to maximize berth productivity