

REQUEST FOR PROPOSAL

(RFP)

FOR

APPOINTMENT OF REPUTED MANAGEMENT
CONSULTANT FOR GLOBAL BEST PRACTICE
BENCHMARKING AND SUPPORT IN
IMPLEMENTATION ACROSS MAJOR PORTS



Indian Ports Association

1st Floor, South Tower, NBCC
Place B. P Marg, Lodi
Road

New Delhi - 110 003

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(July 2017)

INR 10,000/-

LETTER FOR ISSUE OF RFQ FOR THE

**“APPOINTMENT OF REPUTED MANAGEMENT CONSULTANT
FOR GLOBAL BEST PRACTICE BENCHMARKING AND SUPPORT
IN IMPLEMENTATION ACROSS MAJOR PORTS”**

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/GAD/Tech_Study/2017

04/07/2017

Notice for Appointment of Reputed Management Consultant for Global Best Practice Benchmarking and Support in Implementation Across Major Ports

Indian Ports Association has been assigned by Ministry of Shipping, Government of India with the task of appointment of reputed consultant to study the port technology, marketing and project management systems in maritime trade and transportation eco-system at all major ports of India and recommend the best possible port technologies, processes & practices for qualitative improvement in port eco-system.

Accordingly, Indian Ports Association invites 'Requests for Proposal' (RFP) for appointment of reputed consultant to study the port technology in maritime trade and transportation eco-system at all major ports of India and recommend the best possible port technologies, processes & practices for qualitative improvement in port eco-system.

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://www.ipa.nic.in> as well as eProcurement Portal(CPPP) www.eprocure.gov.in/eprocure/app

The Indian Ports Association (IPA) would endeavour to adhere to the following schedule:

Event/ Description	Time/Date
1. Last date/time for receiving queries/clarifications	1300 hrs. on 10/07/2017
2. Pre-Bid Conference	1430 hrs. on 11/07/2017.
3. Bid Submission Date	1500 hrs. on 27/07/2017
4. Bid Opening date	1530 hrs. on 27/07/2017
5. Validity of Bid	180 days from the date of Opening of bid.

Reputed and interested Consultants/Consulting firms may download the RFP from the above website and submit their bid 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 is downloaded from website, the requisite document fee of Rs. 10,000/- (Rupees Ten Thousand only) in form of Demand Draft, In favor of Indian Ports Association payable at New Delhi shall be submitted along with the bid.

Online Bids will be accepted only at eProcurement web site

<https://eprocure.gov.in/eprocure/app> (CPPP). If any bidder failed to submit online, then Bid shall be treated as "Non-Responsive".

Indian Ports Association

(Appointment of Reputed Management Consultant for Global Best Practice Benchmarking and Support in Implementation Across Major Ports)

1. Introduction

Indian Port Sector comprises 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 a 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 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 581.34 million tonnes by the end of 2014-15. 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 total capacity available at Ports is adequate to meet the current requirement. The Capacity of the Major Ports as on 31-3-2017 was **1065 Million Tonnes**. There has been significant progress made over the last 2 years whereby the port efficient and capacities have been substantially enhanced. The turnaround time has also significantly reduced from **over 4 days hours to about 3 days**. Ministry of Shipping and Major Ports now aspires to become comparable to global best in class ports. This will require adoption of latest technology and resolving of bottlenecks to improve the current slow evacuation of cargo from the ports. Despite having adequate capacity and modern handling facilities, the Ports are still taking 3 days and the aspiration is to further reduce this to match best in class ports. There is also a need to grow cargo to utilize the freed up capacities as this will further help improve port profitability.

In this endeavour, Indian Ports Association on the direction of Ministry of Shipping has been mandated to appoint a reputed Consultant to study the technological aspects of port operations at all Major Ports of India and recommend the best possible port technologies, processes & practices for Qualitative improvement of Port Operations and trade Facilitation.

The development of efficient, automated, high-tech loading/unloading equipment and associated cargo handling and tracking technologies has the potential of considerably improving the performance of Port / terminal operations. The major categories of cargo handling technologies considered shall include storage and retrieval systems, equipment tracking technologies, specific ship-loading technologies, multiple trailer systems, container handling technologies, automated guided vehicles (AGV), linear motor conveyance systems,

automated storage and retrieval multi-story systems (AS/RS) etc. GOI intends to conduct a review of the existing technologies for different operations at Major Ports and initiate improvements in technology to be on a par with the leading ports/ terminals globally.

2. Objective

The objective of this RFP is to appoint a Reputed Consultant to study the technological aspects of port operations at all Major Ports of India and recommend the best possible port technologies, processes & practices for Qualitative improvement of Port Operations and trade Facilitation.

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 has been divided into following sections for easy understanding:

Section1: - Instruction to Consultants

Section 2:- Terms of reference

Part I - Objective & Scope of Services

Part II - TOR, Terms & Conditions

Section 3

Technical Proposal – Standard Forms & Other Undertakings.

Financial Proposal- Standard Forms

Section 1 (Instructions to Consultants)

Standard

1. Definitions

(a) “Employer” means IPA/Ministry of Shipping/Major Ports, 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, except for the financial criteria which has to be met independently by the lead consultant. 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, except for the financial criteria which has to be met independently by the lead consultant. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the

consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every 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 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 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.

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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.

(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.

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(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).

(e) the maximum number of pages allowed in the submission in 75 pages (A4) including all letters, undertakings table of contents, dividers and credentials against the Eligibility and Evaluation criteria's. The employer can choose to deduct technical marks in case the consultant exceeds the page limit.

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. The Financial bid should be submitted online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure -III for further details.

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 financial bid will be made exclusive of taxes.

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 along with the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.

E-Tendering

- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned within 45 days of award of job.

12.2 The EMD shall be forfeited by the Employer in the following events:

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the first ranked consultant withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

12.3 Performance Bank Guarantee

The successful bidder will have to submit Performance Bank Guarantee 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 authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

13.3 Applicant must submit:

■ Technical proposal:

Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and alongwith 2 soft copy in word format in CD or Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE- 27/07/2017, 3.00 PM”.

■ The Financial bid should be submitted online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of ‘Quoted Price’ in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure-III for further details.

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 Terms of Reference and by applying the evaluation criteria specified in Sec-2.

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

15. Technical Negotiations

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

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

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

17. Confidentiality

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

18. Timelines and Schedule

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

1. Pre-bid meeting at 1430 Hrs on 11/07/2017.
2. Receipt of offers on or before 3.00 pm (1500 Hrs) on 27/07/2017
3. Opening of Technical offers at 1530 Hrs on 27/07/2017

19. RFP Document

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>. 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.

E-Tendering

20. Submission of Proposal

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

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

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

Section 2

(Terms of Reference)

PART I : Objective of Project & Scope of Services

1. Objective of Project:

- a. Support in building and implementing a roadmap for making Major Ports best in Class 'Digital Ports'. This will involve benchmarking of Technology in maritime trade and transportation eco-system with State-of Art-Technology at international ports and suggest roadmap for major ports to raise them to international standards
- b. Support Major Ports in developing a roadmap for profit improvement by identifying volume improvement levers
- c. Support in setting up a best in class large capex project management system to ensure timely and cost efficient implementation of large capex projects.

2. Scope: The Project shall be executed in the following two phases:

- a. Phase 1: Global benchmarking and base lining of current operations / technology to identify key focus area and recommend a solution roadmap (6 months)
- b. Phase 2: Support in building Port specific implementation roadmap (6 months)

3. Terms of Reference

Phase 1: Global Benchmarking and base-lining of best in class technology, cargo growth levers and project management systems and recommend an overall solutions roadmap (6 months)

A) Study best practices in technology process of leading global ports

- a. Define key port operations and processes to be benchmarked
- b. Identify top few best in class global ports with reasoning of their present relevance to each activity in the relevance Indian Port
- c. Carry out a detailed study of key processes used at each of the ports covering but not limited to traffic planning, berth slot allocation, navigation assistance, berthing/unberthing, stowage planning, allocation of quay side equipment, yard allocation, cargo related documentation, customs related documentation etc.
- d. Carryout detailed study of Port technology/ systems used for each of the earlier processes as well as integrated systems like port operating systems/ terminal operating system and systems to integrate with other databases like customs etc.

B) Define technology and process improvement solutions for Major Ports

- a. Baseline technology / digital solutions for key processes at Indian Major Ports
- b. Identifying key gaps and opportunities for improving / upgrading / replacing technology and indicate possible customer benefits due to inductions of these technologies in terms of reduction in cost, time and effort
- c. Analyze potential technology options to identify the most appropriate solutions considering the feasibility, cost effectiveness and operational efficiency to match the best in the industry. This should include:
 - o Solutions to improve overall port operations and efficiency
 - o Communication and information sharing solutions stakeholders

- Solutions to reduce cost including cost in labour intensive operations
 - Solutions to mitigate air and water pollutions specially in Coal handling
 - Solutions for metric and performance tracking and reporting
 - Solutions for improve safety and security
- d. Propose a roadmap for implementation of the solutions across Major Ports
- e. Identify smart machine & systems (Port Equipment) that has ability to stream situation data for enhanced sense making and Pre-emptive response
- f. Suggest solutions for use of integrated analysis to enable pre-emptive mitigation of wealth, safety and Security risk

C) Define Technology implementation roadmap

- a. Submit an action plan for implementing, operating and sustaining the recommended technology and strategies;
- b. Indicate a monitoring mechanism for Project Management and Technical Support
- c. Indicate possible customer benefits due to inductions of these technologies in terms of reduction in cost, time and efforts

D) Profit improvement Plan: The consultant will help Ministry of Shipping and IPA in detailing out a roadmap for improving profits over the next 3 years. This will include focus on through volume enhancement. While, the capacity at Major Ports have significant improved, the cargo growth has been tepid over the last 2 years. The consultant will have to help the Ministry and Ports in finding solutions for driving up cargo growth through policy changes and marketing efforts. The following key commodities will be of focus:

- a. Coal
- b. Iron Ore
- c. Fertilizer
- d. Containers

While, it will be difficult for the Major ports to increase EXIM cargo, there is opportunity for the ports to grow coastal cargo by encouraging and enabling modal shift. Towards this objective, the consultant will help undertake the following activities:

1. **Benchmarking all aspects of coastal shipping across best in class countries:** The consultant shall identify key routes where the coastal shipping route is fairly well utilized. The benchmarking would cover operational, infrastructural, financial, policy related, governance, and efficiency related parameters. Specific steps that need to be undertaken are given below:
- Identify 1 – 2 countries which have a relatively higher share in coastal traffic for the benchmarking exercise. Compare the identified parameters for coastal shipping across the set of identified countries.
 - Define key parameters for benchmarking coastal shipping performance in the following areas:
 - Share of coastal traffic in total freight
 - Operations (performance & efficiency parameters)
 - Cost of operations
 - Infrastructure benchmarking
 - Policies and laws governing coastal shipping
 - Incentives

2. **Cargo flow study:** The consultant shall undertake a quick diagnosis to update the key commodity flows across country where modal shift is possible. The consultant will use study undertaken as part of Sagarmala and further add details / granularity to the analysis.
3. **Stakeholder discussions:** The consultant shall conduct detailed discussions with the stakeholders identified in the cargo study to understand positions on modal shift. Further, discussions need to be done with marine stakeholders – ports, coastal shipping lines, cargo agents etc. Basis the discussions, the consultant needs to articulate current challenges to modal shift basis viewpoints of different stakeholders
4. **Detailed cost mapping for road/ rail transport:** The consultant shall identify commodity flows to be prioritized basis cargo study and stakeholder discussions. For these flows, the current route will need to be mapped out and a detailed study on their costing needs to be undertaken. This will include defining key metrics and then benchmarking for the following parameters:
 - Operational costs
 - Fuel efficiency
 - Taxation
 - Last mile connectivity
 - Cost incentives and concessional tariffs across the three modesThis will help compare and contrast different modes of transport with an understanding of the causal factors for difference in performance and suggest measures that will help shift the traffic to coastal movement.
5. **Identification of short-mid term modal shift opportunities:** Basis analyses and discussions, the consultant shall put together a list of commodity level opportunities that can be targeted for modal shift in short (within a year) to medium (1-2 years). For each of these opportunities, the consultant in consultation with respective cargo owners shall detail the current challenges that need to be addressed
6. **Solutioning and initiative design:** For each of the opportunity identified, the consultant shall prepare a set of initiatives and an action plan for the same. Solutions will encompass (but not be limited to) the following areas:
 - a. **Infrastructural requirements:** Current challenges and infrastructure needed to facilitate coastal shipping including last mile requirements, port level infrastructure, and vessel requirements.
 - b. **Policy level interventions:** Policy level changes recommended will focus on reducing the current high costs for coastal shipping thereby making it cost competitive when compared to road or rail transportation. Initiatives for resolution of current issues and bridging the gaps around duties, taxation, tax equalization, easing out of the customs process.

- c. **Cost Incentives:** A detailed understanding on how the cost incentives work today and what will be required to for coastal shipping volumes to pick up. This will also include recommendations on subsidies for short term incentives.
- d. **Port level enablers:** Set of other enablers that ports need to address – IT/digital platforms that may be developed to help co-ordinate overall logistics between stakeholders, any association/ partnership that needs to be undertaken by ports/ other agencies etc.

E) **Large Project Management System setup:** Currently, each of the Major Port manages the capex rollout and monitors outcomes through its own internal systems and processes which varies significantly across ports. In many occasions, the large capex implementation faces procedural or implementation delays that leads to significant escalation of costs and significant loss to the ports. Thus, it's important to setup a robust and standardized large capex management system that ensures timely execution and provides transparency and visibility on outcomes. Towards this endeavor the consultant will support in the following areas:

- a. Benchmarking of best in class project management system deployed by Port and other Infrastructure authorities to manage cost and timelines of large capex projects
- b. Baselineing of current models used by Major Ports for large project management systems. Take examples of 2 large capex projects to illustrate the process and key challenges / gaps in the same.
- c. Recommend a process and technology solution that addresses the key gaps and makes the system robust
- d. Detailing out implementation roadmap for transitioning to the new project management monitoring system

F) **Quarterly refresh of key port technology and process trends (for Six months – Phase 1 and for Six months for Phase 2)**

- a. The consultant shall support IPA to refresh the report on best practices in port technology and processes [add any new port technology/ process trends etc.] at the best in class ports and submit updated report each quarter.
- b. identify and group areas of the maritime trade and transportation eco system under which regular information updates will be collected and disseminated;
- c. continually monitor the developments in technology, industry best practices, emerging trends globally in the maritime trade and transportation eco-system, categorize them in to different segments, index them and keep the Port sector updated at regular intervals;
- d. collect case studies, success stories of implementation of new technology, legal and regulatory requirements relating to Maritime trade and transportation;
- e. identify global trends in Port development, operations, management, safety, security, environment protection etc. and catalogue them for easy retrieval;
- f. maintain a repository of all such information in the form of a knowledgebase accessible to authorized personnel of Port sector through portal, mobile apps etc;
- g. notify the authorized subscribers about the addition of new information to the knowledge base periodically through SMS;
- h. add, modify the identified areas continually based on the developments and as notified by the subscribers

Knowledge base

A tentative list of areas which can be included in the **knowledge base** is given below. This is only indicative and not exhaustive.

- Port development technology – construction – off-shore structures – dredging – navigational aids;
- Terminal development, operation and management;
- International trade & transportation;
- Port safety, security, environmental protection etc.
- Use of IT and communication in maritime trade and transportation
- Case studies, white papers
- Marine incidents, port incidents, disasters and mitigation etc.
- Regulatory requirements – IMO, DGS, WCO, UN CEFACT, UN CITRAL other National / International requirements

Note: Scope of works/initiatives which were completed by the consultant in the Benchmark study will not be part of this study.

4. Phase 2: Support IPA & Ports in building Port specific implementation roadmap (6 months) – In this phase the consultant will have to work with major ports to develop detailed implementation plan and pilot implement the technology, profitability improvement and Project management system roadmap recommended in phase 1. To achieve the same, the consultant will do the following:

- A) Digital Port and Technology Implementation:** The consultant will work with 1 pilot port to detail out implementation roadmap into specific implementation and transition plan. Consultant will be responsible for the following activities:
- a. Work with the Port management and relevant port team members to build an actionable implementation plan.
 - b. Help support the port team in customizing the recommend solution for the port context.
 - c. Develop tendering documents, identifying potential vendors and rolling out the tendering process as the implementation timelines.
 - d. Monitoring implementation timelines and support Port management in identifying and solving key bottlenecks
 - e. The consultant will also have to run 2 workshops during the project tenure to share the key actions and outcomes developed for the pilot port with teams of other ports
- B) Volume Enhancement through implementation of Coastal shipping roadmap:** The consultant will work with Ministry of Shipping, IPA and one pilot port to support in implementation of recommendations made for driving Coastal shipping:
- a. Support port team in setting up a focused marketing outreach for coastal shipping
 - b. Support port team in developing value proposition / pitch documents

- c. Support port team in target customer outreach and presentations
- d. Support port team in implementation of Infrastructure solutions proposed for enhancing ease and reducing cost of Coastal shipping
- e. Support Ministry in formalizing the incentive structure and policy changes identified as part of the assignment.
- f. Help support the port team in customizing the recommend solution for the port context.
- g. Develop tendering documents, identifying potential vendors and rolling out the tendering process as the implementation timelines.
- h. Monitoring implementation timelines and support Port management in identifying and solving key bottlenecks.
- i. The consultant will also have to run 2 workshops during the project tenure to share the same with teams of other ports.

C) Large Project Management System Implementation: The consultant will work with 1 pilot port to support in implementation the Large project management systems:

- a. Identify the list of large capex project (> Rs. 200 Cr) in pipeline
- b. Baseline the current implementation plan and current project status
- c. Support in implementation of new project management systems and process
- d. Support in migration of current projects to new project management system
- e. Support in running the review / reporting process to enable stabilization and institutionalization of the processes
- f. The consultant will also have to run 2 workshops during the project tenure to share the key actions and outcomes developed for the pilot port with teams of other ports

The names of pilot ports will be informed at the beginning of phase 2 of the projects. The pilot projects across the four work streams could be same or different.

5. Mode of execution and deliverables

The project will be executed through a series of visits to all the ports, observing the actual operations, interactions with the planning, designing, development, operations and maintenance groups of the respective ports, making presentations, collecting feedback, drafting reports and all allied works. The sequence of activities will be as follows:

Phase 1:

No	Activity	Time line	Payments
1	Inception Report	T+2 weeks	10%
2	Benchmarking report covering technology, coastal and large project managements	T+8 weeks	20%

3	Report on key gap areas basis base lining study of 12 major ports	T + 12 weeks	20%
4	Draft solution roadmap	T+20 weeks	25%
5	Final Solution Roadmap	T+24 weeks	25%

Phase 2:

Part B1				
No	Activity	Responsibility	Time line	Payments
1	Inception Report		T+2	10%
2	Report on Customized Solution roadmap for pilot ports		T+8	20%
3	Reports capturing detailed action plans and milestones		T+16	20%
4	Completion of 2 workshops		T+20	25%
5	Final Report		T+24	25%

6. Completion Time:

The completion time for Phase 1 and Phase 2 is 6 months respectively. The employer may choose to extend the project beyond phase 2 for a period of upto 12 months using the pro-rated monthly rate (Financial Bid / 6 * Number of months of extension) as per the financial bid.

7. Deliverables:

7.1 The consultant is required to submit reports on all deliverables 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. The information collected and reports delivered shall not be used for any purpose other than those intended under RFP without obtaining permission of IPA. IPA will issue completion certificate to this effect.

7.2 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.

7.3 Penalty: 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 (solely attributable to the consultant) in non-achieving the milestones of work order unless such delay is duly approved by IPA. Maximum penalty that could be levied is capped at 5% of the total value of the work awarded to the consultant.

7.4 Limitation of Liability: Client (and any others for whom Services are provided) may not recover from Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) may not recover from Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the services.

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.

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- 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 by IPA.

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 Indian organization with a minimum turnover of more than INR100 Crore on an average of last 3 years from consulting revenues ¹	CA certified statement showing revenues for 3 financial years FY 13-14, FY 14-15 and FY 15-16.
PQ2	Experience in Large Ports Assignments: The bidder should have completed at least 3 projects with ports dealing with minimum of 50MMT of annual cargo (India or International) in the last 5 years.	Work Order and Completion certificate from the client. MD self-certification for confidential projects
PQ3	Execution of one similar projects at Global / National or Regional level involving benchmarking and /or implementation of solutions relating to Port Technology, Port Productivity, Port Operations & Processes, Profit enhancement	Work order + completion certificate and a brief write up about the highlights of the projects handled to be attached. In case the projects are of confidential nature, a self-certification from MD may be provided.

¹Consulting revenues should pertain to revenues from management consulting and shall not include revenues from other professional services such as legal, tax, auditing, transaction advisory, technical/engineering consulting etc.

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 have to be provided to ascertain relevance
- ii. The bidder should be a registered company under the Companies Act 1956 or LLP Act 2008 in India for last 5 years. Copy of Registration Certificate

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- 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 for corrupt or fraudulent practices.
- 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.

■ Technical proposal:

Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and alongwith 2 soft copy in word format in CD or Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE- 27/07/2017, 3.00 PM". The envelope shall bear the title of the assignment "Appointment of Reputed Consultant to study the technological aspects of port operations at all Major Ports of India and recommend the best possible port technologies, processes & practices for Qualitative improvement of Port Operations and trade Facilitation".

■ Financial proposal:

The Financial bid should be submitted online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure-III for further details.

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.

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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.

Bids can be submitted by a consortium of firms. The total number of consortium members cannot exceed three, including the lead bidder of the consortium. While evaluating the bids the combined experiences and resources of the consortium members will be considered.

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. Presentation

The consultants are required to make a presentation of their credentials and the proposed methodology for conducting the study, before the Evaluation Committee at IPA, Lodi Road, New Delhi-110003. The date, time & venue of the presentation will be intimated separately.

10. Evaluation of Proposal:

Each Proposal, which pre-qualifies, shall be evaluated accordingly to the following criteria and granted a score. If the score Technical Score (X) 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.

S.No	Criteria	Marks
A	<p>Firm Size: Average Annual Turnover*, over the three preceding financial years (FY 14-15, 15-16, 16-17) from consultancy business in India</p> <ul style="list-style-type: none">• > 100 Cr : 3 marks• > 150 Cr : 4 marks• > 200 Cr : 5 marks <p>Submission should not exceed more than 1 page</p>	5

B	Bidder Experience Total Submission should not exceed more than 23 pages (A4 size)	30
B.1	<u>Sector Experience: Ports</u> Number of Best in class Ports worked with assignment focused on Technology, Productivity and Profitability improvement in the last 5 years (Excluding assignments on transaction advisory, risk management and audit) <ul style="list-style-type: none"> • Worked with 5 or more ports (8 marks) • Worked with 3 to 4 ports (4 marks) • Worked with 1 to 2 ports (2 marks) Additional 1 marks for each assignment covering multiple ports in the scope, similar to the current engagement (maximum of 2 marks) Submission should not exceed more than 3 pages (A4 sheet)	10
B2	<u>Project Experience : Benchmarking</u> Case Study of an assignment focussing on Benchmarking of Port Performance versus Global best in class ports, across dimensions such as IT/ Technology, Productivity, Operations, Processes, Capability and Profitability. The marks will be awarded basis: <ul style="list-style-type: none"> • Size and scope of assignment (2.5 marks) • Benchmarking approach and Effectiveness (2.5 marks) • Relevance of Insights Derived (2.5 marks) • Improvement roadmap recommended (2.5 marks) Case Study should not exceed more than 10 pages (A4 Size)	10
B3	<u>Project Experience : Implementation</u> Case Study of an assignment focussing on Implementation of Port Performance improvement initiatives covering areas such as IT/ Technology, Productivity, Operations, Processes, Capability and Profitability. The marks will be awarded basis: <ul style="list-style-type: none"> • Size and scope of assignment [number of ports, Number of initiatives] (4 marks) • Relevance of initiatives [areas covered] (4 marks) • Outcome Delivered [Productivity Improvement, Profit Improvement] (2 marks) Case Study should not exceed more than 10 pages (A4 Size)	10
C	Resources Requirements Each CV should not Exceed more than 2 pages (A4 Size) – total 12 pages for 6 CVs	30
C.1	Team Leader	5
C.2	Global Port & Shipping Sector Expert	5

C.3	Technology Expert	5
C.4	Project Manager	5
C.5	Project Associate 1	5
C.6	Project Associate 2	5
D	Proposed Solution : Total Submission Should not exceed 14 pages (A4 Size)	35
D.1	Understanding of the Project Objectives and Scope	10
D.2	Proposed Approach for Benchmarking	15
D.3	Approach & Methodology and Tool to be deployed	10
Total		100

The total submission for the evaluation criteria's should not exceed more than 50 pages (A4 size)

*** The Bidder shall fulfil the resources requirements criteria as mentioned below:**

S.No.	Resources Requirements	Qualification	Experience	Marks Allocation
C.1	Team Leader	Post Graduate with MBA / M TECH from a reputed institute.	Minimum 15 years work experience in Transportation sector including Ports in areas such as benchmarking, operations improvement, process improvement, productivity improvement, Profit improvement, Technology upgrades. Team leader should have been a permanent employee of the bidder for at least 3 years.	Quality of Education Institute/ degree: 1.5 marks Number of Assignments: 1.5 marks Quality / Relevance of Assignments: 2 marks
C.2	Global Port & Shipping Sector Expert	Post Graduate in any discipline	Minimum 15 Years work experience in business consulting, operations improvement and strategy consulting assignments in ports & maritime sector with demonstrated expertise in executing similar projects successfully	Quality of Education Institute/ degree: 1.5 marks Number of Assignments: 1.5 marks

				Quality / Relevance of Assignments: 2 marks
C.3	Technology Expert	Post Graduate with MBA / M TECH from a reputed institute.	Minimum 10 Years work experience in business and technology Consulting in the transportation or Public Sector with experience of assessing and implementing digital solutions for simplifying processes and improve operation efficiency	Quality of Education Institute/ degree: 1.5 marks Experience in Number of Global Ports: 1.5 marks Quality / Relevance of Assignments: 2 marks
C.4	Project Manager	Post Graduate with MBA / M TECH from a reputed institute.	Minimum 7 years work experience. Should have done assignments in transportation sector including port & shipping sector covering topics such as operations, improvement, Process improvement, productivity improvement, profit improvement, Technology upgrade programs in ports and maritime sector. Project Manager should have been a permanent employee of the bidder for at least 3 years.	Quality of Education Institute/ degree: 1.5 marks Experience in Number of Ports: 1.5 marks Quality / Relevance of Assignments: 2 marks
C.5	Project Associate 1	Post Graduate with MBA / M TECH from a reputed institute.	Minimum 3 years work experience. Should have done assignments in transportation sector including port & shipping sector covering topics such as operations, improvement, Process improvement, productivity improvement, profit improvement, Technology upgrade programs in ports and maritime sector. Project	Quality of Education Institute/ degree: 1.5 marks Experience in Number of Ports: 1.5 marks Quality / Relevance of Assignments: 2 marks

			Associate should have been a permanent employee of the bidder for at least 2 years.	
C.6	Project Associate 2	Post Graduate with MBA / M TECH from a reputed institute.	Minimum 3 years work experience. Should have done assignments in transportation sector including port & shipping sector covering topics such as operations, improvement, Process improvement, productivity improvement, profit improvement, Technology upgrade programs in ports and maritime sector. Project Associate should have been a permanent employee of the bidder for at least 2 years.	Quality of Education Institute/ degree: 1.5 marks Experience in Number of Ports: 1.5 marks Quality / Relevance of Assignments: 2 marks

Marking methodology to include normalization of technical and commercial scores:

Technical Score: (X)

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

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

The score secured based on evaluation of the Technical Proposal as above shall be the Technical Score of the Bidder for the project being considered for evaluation (X).

Only those Bidders who have secured Technical Score(X) 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 in FP 1 and FP 2. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to Indian Ports Association for the project. Any monetary figure in decimal shall be rounded off to the nearest INR.

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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.)]
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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

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

As defined along with deliverables

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

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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) If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause.

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

During the 14 days after a notice is given (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified. Any legal dispute will come under the sole jurisdiction specified.

- (vi) The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- (vii) The bidder should be registered under relevant Laws/Acts of the country.
- (viii) Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Indian Courts.
- (ix) 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.

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- b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- (x) **Report:** Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than IPA Information, are for IPA's internal use only (consistent with the purpose of the particular Services) including IPA's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and Consultant shall not be required to update its Final Report
- (xi) Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations. Upon termination Consultant shall be entitled to receive payments of the Services performed, work in progress and expenses incurred by it, till the date of such termination.
- (ix) Right to accept or reject any or all proposals**
- a. Notwithstanding anything contained in this document, the IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. The Authority reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

(x) Fraud and corrupt practices

a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.

b) Without prejudice to the rights of the. Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the

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

xi) DISPUTE RESOLUTION

Amicable Settlement

If any dispute or difference or claims of any kind arises between the Purchaser and the Tenderer in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the notice of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

Assistance of Expert

The Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The Expert so appointed shall, after hearing the parties, try to

resolve the dispute referred to him by way of settlement. The cost of obtaining the service of the Expert shall be shared equally.

xii) ARBITRATION

Arbitrators

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent within a period of 30 days unless time is extended with the mutual consent of the parties w.e.f. the date of service of notice of the any party referred in Clause 19.1 the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended upto date. Unless the Parties mutually agree otherwise, within 30 (thirty) Days of invocation of the arbitration as mentioned below, the rules of arbitration prescribed by the International Centre for Alternative Dispute Resolution, New Delhi shall apply to the arbitration. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each Party and the third, who shall act as presiding arbitrator, to be appointed by the two arbitrators appointed by the Parties. The arbitration shall be invoked by one party issuing to the other a notice in writing invoking the arbitration and appointing an Arbitrator. Upon receipt of the notice, the other Party shall appoint the second Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator who shall act as the 'Presiding Arbitrator'. If the other Party fails to appoint a second Arbitrator within 30 (thirty) Days from the receipt of the request to do so, then the Arbitrator so appointed by the first party shall adjudicate the disputes as 'Sole Arbitrator'.

Place of Arbitration

The place of arbitration shall be New Delhi.

English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date.

Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

APPLICABLE LAW

This contract shall be governed by the Laws of India for the time being in force. Subject to the clauses on arbitration above, the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract. DEFENCE OF SUITS
If any action in court is brought against the Purchaser or an officer or agent of the Purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence of the part of the Bidder, his agent, representatives or his sub-Bidders, workman, contractors or employees, the Supplier shall in all such cases

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indemnify and keep the Purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action. All claims regarding indemnity shall survive the termination or expiry of contract.

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

Form TP 4: Approach & Methodology Form

Form TP 5: Curriculum vitae Form

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 have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part."

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

LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [**Appointment of Reputed management consultant for global best practice benchmarking and support in implementation across major ports**] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal in sealed as well as submitted online on eProcurement Portal and a Financial Proposal should be submitted online only through eProcurement Portal. 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.	Supporting Document

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
2013-14			
2014-15			
2015-16			

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. completion certificate for each of above mentioned assignments. The Competent Authority 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. In case of selection, the details of work order, contract and completion certificate which have non-disclosure agreements shall be submitted for verification.

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

1. On the Terms of Reference

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

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

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

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

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

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan: The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the Tor and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Staffing: The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TP-5.1

Position	Name of the resource	Education qualifications	Experience with Govt / PSU	Number of ports Experience	Details of projects handled	International experience
Team Leader						
Global Ports & Shipping Expert						
Technology Expert						
Program Manager						
Project Associate 1						
Project Associate 2						

Additional rows as needed may be added to give the details of the required number of resources under each category.

CURRICULUM VITAE (CV) FOR PROPOSED FULL TIME EQUIVALENTS

1. Proposed Position :
[For each FTEs, separate form 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. Educational & Professional Qualifications:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations :
8. Other Training :
9. Countries of work experience :

[List countries where staff has worked in the last ten years]:
10. Languages :
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record :
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:

From [Year]: To [Year]
Employer:
Positions held:
12. Detailed Tasks Assigned :
[List all tasks to be performed under this Assignment/Job]:

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13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned in the category proposed: [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. International standing in the field of expertise:(testimonials, documentary proof may be attached)

15. Awards & recognitions at the National or International levels: (awards, citations, letters of appreciation or other proof may be attached)

16. 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 wilful 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 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:

(Financial Proposal-Standard Forms)
(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT
IN SECOND COVER ON CPPP)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for Appointment of reputed management consultant for global best practice benchmarking and support in implementation across major ports

Note : The Financial bid should be submitted online only as per the Price Schedule given in Section3 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Please refer Annexure-III for further details.

**(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND
COVER ON CPPP)**

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1]. This amount is 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 6 months of the project. Same quote will apply for Phase 2 (6 months) and also for any subsequent extension given by the employer (pro-rated at the same monthly run rate)
1	Appointment of reputed management consultant for global best practice benchmarking and support in implementation across major ports	

(Fees in words) Rs.

Authorized Signature [in full and initials]:

Name

Designation :

Name of Firm:

Address:

List of Major Ports

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

Check list of Documents

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

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/ etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is

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more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22) If the price bid format is provided in a spread sheet file like PDF_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a

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record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to [cphp-nic@nic.in](mailto:cppp-nic@nic.in) ; support-eproc@nic.in.

