

# **E-REQUEST FOR PROPOSAL**

**(e-ERFP)**

**For  
Engagement of a Consultancy Firm for  
Collections of Real Time Data for Port,  
Shipping and IWT Sector**



Indian Ports Association

1st Floor, South Tower, NBCC Place

B. P Marg, Lodi Road

New Delhi - 110003

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

**(February 2019)**

**INR 3,000/-**

**LETTER FOR ISSUE OF e-ERFP FOR**

**Engagement of a Consultancy Firm for Collections of Real Time Data for Port, Shipping and IWT Sector**

The set of e-ERFP document is issued to:

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

Address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The cost of the ERFP document is INR 3,000/- (Indian Rupees Three Thousand only)

**IPA**

Signature of the Officer

Issuing the ERFP Document:

\_\_\_\_\_

**INDIAN PORTS ASSOCIATION**

**Tender No. IPA/GAD/RealTime/2019**

**Date: 14/02/2019**

**e-ERFP**

**Notice: Inviting e-ERFP for Engagement of a Consultancy Firm for Collections of Real Time Data for Port, Shipping and IWT Sector**

Indian Ports Association (IPA) on behalf of Transport Research Wing (TRW), Ministry of Shipping invites eERFP for **Engagement of a Consultancy Firm for Collections of Real Time Data for Port, Shipping and IWT Sector**

The e-ERFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee is available in the web site [www.ipa.nic.in](http://www.ipa.nic.in) & <https://eprocure.gov.in/eprocure/app>

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

1. Last date Submission of Pre-bid queries & clarification 1130 Hrs on 25.02.2019
2. Pre-bid meeting at 1230 Hrs on 25.02.2019
3. Receipt of offers on or before 1500 Hrs on 14.03.2019
4. Opening of Technical offers at 1530 Hrs on 14.03.2019

Reputed and interested Agencies / Companies / Firms/ Consortia may download the e-ERFP from the above website and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhishma Pitamah Marg, Lodi Road, New Delhi – 110 003.

In case, if ERFP document is downloaded from website, the requisite document fee of Rs. 3,000/- in form of Demand Draft, in favour of Indian Ports Association shall be submitted along with 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”.

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## INDIAN PORTS ASSOCIATION

### **e-ERFP for Engagement of a Consultancy Firm for Collections of Real Time Data for Port, Shipping and IWT Sector**

#### **1. Introduction and Background**

India's ports comprise of 12 major ports and around 200 non-major ports along the coast and islands. The Major Ports except one i.e. Kamarajar Port (Ennore) are managed by the respective Port Trust Boards and the Kamarajar Port is in the form of Public Limited Company. All the Major Ports are administered by the Central Government under Ministry of Shipping. The total volume of traffic handled by all the Indian Ports during 2017-18 was 1209.37 MT and the major ports account for around 56% of total sea-borne trade. The Government of India has formulated "National Maritime Agenda 2010-20" in which, a number of development projects has also been identified under five projects heads viz. deepening of channels, construction and re-construction of berths, procurement / modernization of equipment, hinterland connectivity and various other developmental works to be taken up, in order to meet the projected traffic and estimated capacity. The expected investment for the Major Ports from 2010-2020 is 127,942.35 crores.

India has identified ship repairing as a high potential growth industry over the next twenty years and has earmarked the industry as a significant booster to the Indian economy. India has a coastline of over 7,500 km and is serviced by a thriving maritime shipping industry. As per Ministry of Shipping, Government of India reports, nearly 95% of India's total trade by volume is facilitated via maritime channels from 12 major ports across the country.

To ensure that the ship repairing industry flourishes and achieves its maximum potential at the ports, it is essential that adequate investment in capital, infrastructure, and manpower be provided to it in the form of Public-Private-Partnerships. There is a need to define a comprehensive strategy to drive appropriate partnerships within the ship repair industry and maximise revenues from it.

## 2. Objective

This eERFP is being issued by the Indian Ports Association to engage a consultancy firm to prepare feasibility report for collection of real time data for Ports, Shipping & IWT Sector. In this regard studies are required to be carried out **to provide consultation in preparation of feasibility report, Policy Level Analysis, Project Structure & Implementation Strategy , Baseline Assessment Report** The following studies shall be undertaken for the purpose of authority's requirement in respect of development of the project.

Sealed tenders in two-bid system (Technical & Financial Bid) are invited from consultants. The ERFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD and suggested response formats and easy understanding have been divided into following sections:

- |                    |   |                                     |
|--------------------|---|-------------------------------------|
| Section 1          | - | Instructions to Consultants         |
| Section 2          | - | Terms of reference                  |
| Part I             | - | Objective & Scope of Services       |
| Part II            | - | TOR, Terms & Conditions             |
| Section 3          |   |                                     |
| Technical Proposal | - | Standard Forms & Other Undertakings |
| Financial Proposal | - | Standard Forms                      |

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**Section 1**  
**(Instructions to Consultants)**

**Standard**

**1. Definitions**

(a) “Employer” means the Indian Ports Association, New Delhi which have sought 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 empanelled 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 ERFP) 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) “ERFP” 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 ERFP 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 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 Section 2. The **combined score** of each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the ERFP 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 Section 2. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract, etc.

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

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

## **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 ERFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants. In this regard, all bidding consultants will be given access to the relevant reports submitted by the consultant of "Benchmarking, Process Maturity Assessment & Operational

Improvements roadmap” and the relevant documents of the "Origin-Destination study, Operational efficiency analysis based enhancement of Indian Ports Capacity" conducted under the Sagarmala program assignment.

## 7. Proposal

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

## 8. Preparation of Proposals

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

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the ERFP. 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 ERFP.

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

(a) A brief description of the consultant’s organisation and in the case of a consortium/joint venture of each partner, will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant’s involvement. Information should be provided

only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/ Jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of confidentiality agreements with clients, a self certification from the Managing Director of the consultant should be provided.

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

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

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

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

8.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## **9. Proposal Validity**

The proposal shall be valid for 180 (one hundred and eighty) days from the date of opening of the Technical proposal.

## **10. Taxes**

The consultant shall fully familiarize themselves about the applicable Domestic taxes (such as GST, Income Tax, Fees, Levies etc) on amount payable by the employer under the contract.

## **11. Currency**

Consultant shall express the price of their Assignment/Job in Indian Rupees.

## **12. Earnest Money Deposit (EMD) and Performance Bank Guarantee**

### **12.1 Earnest Money Deposit**

- i. An EMD of Rs. 10,000 (Rupee Ten 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.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. The EMD of the unsuccessful bidders would be returned back within 60 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 plus 45 days.

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

13.1 The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants

themselves. The person who signed the proposal must initial such corrections. Submission of letters for both Technical and Financial Proposals should respectively be in the format of TP-1 of Section 3 & FP-1 of Section 3

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

### 13.3 Applicant must submit:

#### •Technical proposal:

Scanned copies of Technical Bid shall be submitted on e-Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copies (Word & PDF Format) in Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE- 1500 Hrs. on 14.03.2019”.

#### ■ 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.

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 contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the consultant proposal.

14.2 The employer will constitute a selection Committee which will carry out the entire evaluation process.

14.3 Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

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

## **15. Technical Negotiations**

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

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

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

## **17. Confidentiality**

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

## **18. Contents of Proposal Document:**

The Proposal Document comprises the contents as mentioned in this document and would additionally include Addendum if any, issued by The Chief Administrative Officer, Indian Ports Association, New Delhi.

## **19. Scrutiny and Evaluation of Proposals:**

### **Preliminary Scrutiny:**

In the first instance the officer of (Tender Inviting Authority) appointed for opening of proposals shall ascertain the availability of proper Proposal Security. In case a proposal is received without the requisite and proper Proposal Security, it shall be summarily rejected and the second envelope of such proposal containing Financial Proposal shall be returned unopened to the concerned bidder/s.

### **Responsiveness of Proposals:**

The proposals received on time, accompanied by the requisite and proper Proposal Security shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal may be treated non-responsive for any or all of the following reasons:-

- a. The bidder/s not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the 'Notice Inviting ERFP.
- b. All the information as indicated in the Proposal Document is not furnished.
- c. Validity of proposal not confirmed.
- d. Proposal documents not signed and sealed in the manner prescribed in the Proposal Document.
- e. The proposal and supporting documents show significant variations and or inconsistency/ies.
- f. If the technical proposal indicates/ discloses directly or indirectly financial proposal.

A non-responsive proposal shall be rejected at this stage and the second envelope of concerned bidder/s will be returned unopened to them.

## **20. Scrutiny of Technical Proposals:**

Responsive bids shall be examined in details for their technical contents. Compliance to detailed Scope of work, Experience of bidder, proposed work plan for implementation, team composition etc. of the bidders shall be checked.

In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/ altered either to fulfil minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters. The proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

## **21. Timelines and Schedule**

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

1. Last date Submission of Pre-bid queries & clarification 1130 Hrs on 25.02.2019
2. Pre-bid meeting at 1230 Hrs on 25.02.2019
3. Receipt of offers on or before 1500 Hrs on 14.03.2019
4. Opening of Technical offers at 1530 Hrs on 14.03.2019

## **22. ERFP Document**

The ERFP document providing the Terms of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria are available in the web site [www.ipa.nic.in](http://www.ipa.nic.in) as well as <https://eprocure.gov.in/eprocure/app>

Reputed and interested empanelled consultants/consulting firms/consortia may download the ERFP from the above website.

In case, if ERFP is downloaded from website, the requisite document fee of Rs. 3000/- in form of Demand Draft, in favor of Indian Ports Association payable at New Delhi shall be submitted along with bid.

## **23. Submission of Proposal**

Proposal, in its complete form in all respect as specified in the ERFP document, must be submitted to:

**Managing Director  
Indian Ports Association  
1st Floor, South Tower, NBCC Place  
B. P Marg, Lodhi Road  
New Delhi - 110003**

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

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## Section 2

### (Terms of Reference)

#### 1. Objective & Scope of Services:

The Consultant is expected to carry out study in Five stages:

- Stage I : Inception Report
- Stage II : Baseline Assessment Report
- Stage III: Policy Level Analysis
- Stage IV: Financial Feasibility Report
- Stage V: Project Structure & Implementation Strategy

#### Scope of Work

A. Review existing processes, systems and base-line assessment:

The Consultant shall be required to address the following aspects:

- Develop a vision for the real-time data availability and monitoring system for port traffic operations on a single portal (including G2G, B2B and B2G system).
- Study of the best practices of such real-time data systems in other countries with significant maritime trade.
- In-depth review of business processes and activities for the ports and commodities from the perspective of determining data capture points, availability of data (w.r.t quality and quantity) and technology/system(s) requirement.
- Conduct stakeholder interactions in order to identify the end user requirements in terms of data, frequency, etc.
- Detail the data elements to be recorded, detailed characteristics of such data elements, frequency of and process(es) for capturing such data, systems and technologies to be implemented, workforce requirement etc. for success of this Real Time Data System.
- Analyze various existing public databases/public portals/ portals of private services providers and those implemented by various government agencies (such as PCS 1.x, PCS 2.0, ICEGATE,FOIS, other port/Terminal operating systems, etc) along with their data structure that can be integrated to this Real Time Data System.
- Assess the options of new technologies, systems and other IT/ automation being planned and /or being deployed that can provided the data elements to be captures.
- Identify key bottlenecks in accessing and providing the data elements to recorded from different Major Ports, Minor Ports, state Maritime agencies, Railways, NHAI etc.

- Identify options to obtain the data and addresses the bottleneck.
- Outline a high level approach to build and operate the Real Time Data System along with important challenges and risk as well as risk mitigation requirements and critical success factors and enablers.

B. Regulatory, institutional and policy – level analysis and regulatory requirements:

- Assess the impact of existing Acts such as Information Technology Act 2000, Right to information Act 2005, collection of statistics Act, 2008 etc and other policies and regulations pertaining to data protection and security, privacy etc. in India to give effect to such a system.
- Recommend a detailed legal, institutional and organizational structure (including sizing) required to manage such a System with a clear view on what the government could keep in-house vs. what capabilities need to be outsourced; skills and capabilities required to manage the system.
- The proposed solution should comply with security guidelines as defined and required by the Government of India and by private players who would be sharing data and information.

C. Financial Feasibility study for the Real Time Data System:

- Broad-level viability for development of the system as an “open platform” permitting various agencies (government and private) to provide information and data or by using connectivity and interfaces with existing systems. The proposed system shall be configurable by the users to enhance flexibility, report generation, monitoring, dashboard development etc subject to technical feasibility.
- Assess the board sources of revenue generation and ways & means to monetize the data.
- Identification of board-level cost estimates for development and implementation of the system; estimates for manpower, operational expenses; identification of sources of funds and overall financial feasibility.

D. Project Structure and implementation strategy

- Provide options and strategy so that the system is self –sustaining along with necessary enablers to supports such a system to be viable.

- Develop project implementation structure and role/scope of the vendor and system developer/operator
- Prepare implementation plan with timelines, milestones, roles and responsibilities of various stakeholder/agencies.

The consultant would be expected to conduct a series of stakeholder meetings- across industry, government, ports (Major and non-Major) – to seek opinions and inputs for the study further refine it.

## 2. Deliverables:

The following are the expected deliverables based on the scope of the project

1. **Inception Report** depicting the methodology, variances if any, Review existing processes, systems and base-line assessment
2. **Baseline Assessment Report:** Recommend a detailed legal, institutional and organizational structure (including sizing) required to manage such a System with a clear view on what the government could keep in-house vs. what capabilities need to be outsourced; skills and capabilities required to manage the system.
3. **Policy Level Analysis:** The proposed solution should comply with security guidelines as defined and required by the Government of India and by private players who would be sharing data and information.
4. **Financial Feasibility Report:** Identification of board-level cost estimates for development and implementation of the system; estimates for manpower, operational expenses; identification of sources of funds and overall financial feasibility
5. **Project Structure & Implementation Strategy:** Provide options and strategy so that the system is self –sustaining along with necessary enablers to supports such a system to be viable. Also Develop project implementation structure and role/scope of the vendor and system developer/operator and Prepare implementation plan with timelines, milestones, roles and responsibilities of various stakeholder/agencies.

## 3. Project Schedule/Duration

The total duration envisaged for 60 days from the date of placement of order.

Schedule and milestone is listed below:

Deliverables	Timeline (from the date of Contract signed)
1. Inception Report	T+ 10 days
2. Baseline Assessment Report	T+20 days
3. Policy Level Analysis:	T + 30 days
4. Financial Feasibility Report	T + 40 days
5. Project Structure & Implementation Strategy	T+ 60 days

#### 4. Payment Schedule:

The payment schedule is milestone based. The payments will be made as per the following milestones:

<b>Milestone</b>	<b>Payment</b>
<b>Submission of Baseline Assessment Report</b>	<b>10%</b>
<b>Submission of Policy Level Analysis</b>	<b>20%</b>
<b>Submission of Financial Feasibility Report</b>	<b>30%</b>
<b>Submission of Project Structure &amp; Implementation Strategy</b>	<b>40%</b>

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

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

- i. This ERFP is not an offer and is issued with no commitment. IPA reserves the right to withdraw the ERFP 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 ERFP 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 ERFP
- 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 ERFP, if it is in the best interest of the Government of India.
- vi. Timing and sequence of events resulting from this ERFP shall ultimately be determined by IPA.

- vii. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this ERFP 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 ERFP 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 ERFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

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

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

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

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this ERFP, 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 ERFP and adopting the qualification criteria spelt out in this ERFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in ERFP. 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. Pre-Qualification Criteria (PQC)**

The selection of the consulting firm shall be subject to fulfilment of the following criteria, namely:-

1. The firm should have minimum average annual turnover of Rs. 100 Crores during the Financial Years 2015-2016, 2016-2017, and 2017-2018
2. Should completed atleast one project related to DPR preparation, Business Strategy (for ICT Projects) IT enablement or Information & Communication Technology (ICT) deployment/management with consulting value more than INR 50 lakhs during the last Five years as on 31 December 2018.

## **7. Self-Certified Documentary Evidence to be submitted in support of Eligibility with Technical Proposal**

1. 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.
2. The bidder should be a registered company under the Companies Act 1956 or LLP Act 2008 in India for last 3 years. Copy of Registration Certificate.
3. Gross Annual Revenue (audited annual account) from consultancy during last three years.
4. 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.  
A Certificate regarding non-disclosure/sharing of confidential information with third parties.
5. Copy of CV of each individual/official including team leader and team members indicating the details of Qualification, Previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. HR Section of the Consulting firm shall certify and submit along in the Technical bid. In such cases, broad details of the assignment have to be provided to ascertain relevance.
6. Duly filled checklist as given in **Annexure II** of the ERFP.

## 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/appin> the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copy (in Word & PDF Format) in Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE- 1530 Hrs on 14.03.2019”. The envelope shall bear the title of the assignment “Engagement of a Consultancy Firm for Collections of Real Time Data for Port, Shipping and IWT Sector”.

### ■ 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.

#### a) Technical Proposal Content

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant.

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of ERFP 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.

1. 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 ERFP i.e. Technical Proposal-Standard Forms.

## 9. Evaluation of Proposal :

S. No	Criteria	Max Marks	Sub Criteria	Marks	Documentary Evidence Required
<b>1. Past Relevant Experience: Total Marks 30</b>					
1.1	Experience of large consulting projects related to DPR preparation, Business Strategy (for ICT projects), IT enablement or Information & Communication Technology (ICT) deployment/ management with consulting value more than INR 50 lakhs during the last Five years as on 31 December 2018	20	No. of consulting assignment in Ports/Airports maritime sector 5 marks for each project with maximum upto 12 marks	12	Purchase Order/ Work Order/ Client certificates
			Other than Ports/Airports/Cargo 2 marks for each project with maximum upto 8 marks	8	
1.2	Consulting assignments for requirement study, BPR, Bid management etc.	10	More than 4 projects (max 10)	10	
			2 - 4 projects ( max 6)	6	
			Below 2 projects	0	
<b>2. Proposed Approach &amp; Methodology: Total Marks 15</b>					
2.1	Understanding of the project	5	Assessment to be based on a note covering all requirements as mentioned & Presentation made by Bidder before the Technical Evaluation Committee		NA
2.2	Detailed Approach & Methodology	5			
2.4	Technical Presentation by the Bidder	5			
<b>3. Average annual turnover in the last three (3) preceding financial years i.e 2015-16, 2016-17 &amp; 2017-18: Max Marks 15</b>					
3.1	>Rs 100 Crs <=150 Crs	5			CA Certificate and balance sheets of last 3 Financial Years
3.2	>Rs 150 Crs- <= 200 Crs	10			
3.3	>Rs 200 crores	15			
<b>4. Detailed Profiles of Personnel Constituting Project team: Total Marks 40</b>					
4.1	Project Manager (One)	10	Significant Experience (min 10 years) in consulting and	5	CVs of the proposed personnel

S. No	Criteria	Max Marks	Sub Criteria	Marks	Documentar y Evidence Required
			management of Business Strategy / DPR preparation/design of ICT related projects and implementation >= 5 projects : 5 marks (max) with above experience >= 2 but <5 : 3 marks (max) < 2 : Nil		highlighting their experience and projects certified by partner /director.
			Project with Similar Scope with Ports/Airport/Customs/ Cargo > 2 projects : 5 Marks (max) >=1 &<2 : 3 marks (max) Nil projects : 0 marks	5	
4.2	Domain Expert (Two) Ports/Maritime Sector (5 X2)	10	Experience in the area of ports/maritime sector/customs >10 years : 5 marks (max) >=5 years &<10 years : 3 marks (max) <5 years : 0 marks	5	
4.3	IT Solution Architect (One)	10	(Experience min 8 years) >= 4 projects : 10 marks >= 2 but <4 : 5 marks < 2 : Nil	10	
4.4	Any other experts from cross functional area.	10	For => 2 experts max marks 10 with experience in respective domain of minimum 5 yrs. Marks will be awarded proportionately	10	

S. No	Criteria	Max Marks	Sub Criteria	Marks	Documentar y Evidence Required
			in different other combination of experience.		

### Marking methodology 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 65 or above shall be declared as qualified for evaluation of their ‘Financial Bid’. Bidders who have secured less than 65 for Technical Score shall be rejected.

#### Financial Score: (Y)

The bidders shall submit their quote as per the format provided in 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.

In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected. The financial scores of other bidders for the project shall be computed as follows:

[The ‘financial score’ of Bidder for the project(Y)]	= 100 X	[Lowest offer quoted by the qualified bidder (Rs.)]
		[Offer quoted by the respective Bidder (Rs.)]

The marks secured as above shall be the Financial Score of the bidder for the project (Y). for Composite Score of the Bidders (80 : 20) 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

## 10. Payment Terms

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

## 11. General Terms and Conditions

- i) Data provided for the study are confidential in nature. The consultant should not share the data without IPA permission. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the consultant along with Technical Proposal
- ii) At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- iii) The bidding institution (s) should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- iv) Rates quoted shall remain firm till completion of works.
- v) 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.
  - 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.

(xii) **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.

(xiii) **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 ERFP 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.

## 15. 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, 37 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 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 TP 4: Approach & Methodology

Form TP 5: Curriculum vitae

Form TP 6: Information regarding any conflicting activities and declaration thereof.

#### **Technical Proposal-Other Undertakings**

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
2. Undertaking stating that "Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team/lead/member will be inducted to carry out the assignment in case of award."
3. Undertaking stating that "I/We certify that in the last three years, we/any of the consortium 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 [**“Engagement of a Consultancy Firm for Collections of Real Time Data for Port, Shipping and IWT Sector.”**] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant]

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

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

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address :

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

**A- Consultant’s Organization**

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

**B- Consultant’s Experience**

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

**A) Organizational Experience**

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

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

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

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

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2015-16			
2016-17			
2017-18			

**( Seal & Signature of Bidder)**

**Note:** Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The MD of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

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

**1. On the Terms of Reference**

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

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

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

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

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

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

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

1. Proposed Position :  
[For each position of key professional separate from Tech-5 will be prepared]:
2. Name of Firm :  
[Insert name of firm proposing the Staff]:
3. Name of Staff :  
[Insert full name]:
4. Date of birth :
5. Nationality :
6. Education :  
[Indicate college/university and 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. Work undertaken that best illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]  
Name of Assignment/job or project:  
Year:  
Location:  
Employer:

Main project features:

Positions held:

Activities performed:

13. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any 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 consortium which are of conflicting nature as mentioned in para 5 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm our associate/group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of Section 1. We also acknowledge that in case of misrepresentation of the information, our proposals/contract shall be rejected/terminated by the employer which shall be binding on us.

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

**Section 3**

**(Financial Proposal-Standard Forms)**

**(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 Reports

**Note : 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>. 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 all Taxes. We hereby confirm that the financial proposal is un-conditional 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:

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

## Financial Proposal

### A. Phase-wise Cost of Resources

Sr. No.	Resource Type	Number	Months	Rate per man-month	Total Cost	Remarks
<b>A: Phase – 1 : Baseline Assessment Report</b>						
1						
2						
..						
	<b>Total</b>					
<b>B: Phase – 2 : Policy Level Analysis</b>						
1						
2						
..						
	<b>Total</b>					
<b>C: Phase – 3 : Financial Feasibility Report</b>						
1						
2						
..						
	<b>Total</b>					
<b>D: Phase – 4 : Project Structure &amp; Implementation Strategy</b>						
1						
2						
..						
	<b>Total</b>					
	<b>Total Cost : A+B+C+D</b>					

**Check list of Documents**

DD/ Pay order towards EMD(Rs10,000/-), Document fee(Rs 3,000/-)	YES/NO
Firm registration certificate	YES/NO
Copy of Work Orders/Self-certification	YES/NO
Copy of completion certificates along with value/Self-certification	YES/NO
Resume of Team Leader & Team members with supporting documents and undertaking to maintained the team	YES/NO
Undertaking that the firm/Institution is not blacklisted by any Government/Institute/CPSE/SLPE/Local Authority	YES/NO
Authority Letter , ifany	YES/NO
Duly Audited copy of Annual Accounts of Last three years	YES/NO
Undertaking regarding Non-disclosure	YES/NO
Undertaking regarding non-failure to perform	YES/NO
Duly filled format(as given in Technical bid with Self Evaluation sheet & Financial bid)	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 enrolment/registration of the contractors/bidders on the e-Procurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/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 enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/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 e-Token/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 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 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:cphp-nic@nic.in) ; [support-eproc@nic.in](mailto:support-eproc@nic.in).