



INDIAN PORTS ASSOCIATION

Request for Proposal (RFP)

FOR

Appointment of Consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities

July 2023

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by the Indian Ports Association (IPA) or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the IPA to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IPA in relation to the Consultancy services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for IPA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct.

Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

IPA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

IPA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

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.

The issue of this RFP does not imply that IPA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and IPA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IPA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and IPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1. Introduction

1.1. Background

India has assumed the G20 Presidency from the 1st of December 2022 from Indonesia and will convene the G20 Leaders' Summit for the first time in the country in 2023. India seeks to play an important role by finding pragmatic global solutions for the well-being of all. Further, Maritime India Vision 2030 (MIV 2030) has laid out an ambitious path for growth of the India's maritime sector till 2030 which requires multiple initiatives to be implemented in close coordination with multiple stakeholders in the maritime community as well as in other sectors/ministries. There is also significant efforts and initiatives to introduce technology in the sector and drive digitalization of logistics. India has jumped 6 ranks in the World Bank's Logistics Performance Index 2023. However, it is still ranked 38 out of 139 and there is a requirement to consider various solutions and out-of-box initiatives to bring India into the top 10. One of the platforms for this is use of technology in ports to reduce dwell time and enhance speed of trade. In fact, International shipments shows the least gap (3.5 for India vs 4.0 for Singapore) with Singapore which is ranked 1 in LPI 2023. This indicates low hanging fruit which can be enhanced through digital and other MIV 2030 initiatives.

The main objective of the assignment is to assist Ministry of Ports, Shipping and Waterways (MoPSW) by providing strategy and implementation support to assist in activities for monitoring related to digital initiatives, G20, Maritime India Vision (MIV) 2030, Amritkal 2047 Vision, and other strategic advice as relevant from time to time related to maritime development as well as assist in its implementation. The contract for services as defined in TOR will be valid for 12 months starting from date of award of work. Any extension of time would be decided on mutually agreed terms and conditions and the performance of the consultant.

1.2 Request for Proposal

IPA invites proposals from shortlisted professional service providers (the "Proposals") for selection of a consultant, who shall assist MoPSW in day to day activities related to providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities. IPA intends to select the Consultant through Combined Quality and Cost Basis System in accordance with the 'eligibility criteria' and 'procedure' set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to acquaint themselves fully about the assignment before submitting the Proposal

1.4 Bid processing fee

Bid document will be issued by IPA. Applicants shall have to furnish a non-refundable fee amounting to **Rs. 10000/- (Rupees Ten Thousand only)**

pledged in favour of Indian Ports Association through NEFT/ Demand Draft as bid document fee.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

IPA has adopted a single-stage two envelope process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids to be submitted in two separate covers. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Payment to Consultant

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

IPA would endeavor to adhere to the following schedule:

	Particulars	Details
1	RFP/ Tender Availability	21/ 07 /2023
2	Proposal Due Date	04/ 08 /2023 before 15:00 hrs
3	Technical proposal Opening	04/ 08/2023 at 15:30 hrs
4	Technical Presentation	To be notified
5	Financial Bid Opening	To be notified
6	Letter of Award	To be intimated
7	Date of start of work	To be intimated to Selected Bidder
8	Cost of Tender in the form of NEFT / Demand Draft	INR 10,000/-
9	Earnest Money Deposit (EMD) in the form of NEFT / Demand Draft	INR 5,00,000/-
10	Performance Bank Guarantee	3% of the total professional fee.
11	Method of Selection	CQCBS 70:30

12	Contact Details	1. Prem Kumar Pillai Email: constech.ipa-ship@govcontractor.in Mobile: 9822388841 2. Antony Ronald Simon Email: adsm-ipa@govcontractor.in Mobile: 8281482569
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1.9 Communications and Details of Payments

Details for making payment of bid document and EMD through NEFT / Demand Draft are as follows

Name of the Organization	INDIAN PORTS ASSOCIATION
Name of the Bank and Branch	Indian Overseas Bank Lok Kala Manch, Lodhi Colony, New Delhi
Account No.	149801000002360
IFSC Code No.	IOBA0001498
Beneficiary E-mail ID	ipa@nic.in

All communications including the submission of Proposal should be addressed to:

Managing Director
Indian Ports Association
1st Floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road
New Delhi-110003

All communications should contain the following information at the top in bold letters:

‘REQUEST FOR PROPOSAL (RFP) for engagement of consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities

2 Instructions to Applicants

2.1 Scope of Proposal

- i.** Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this consultancy services are specified in this RFP. In case an applicant firm(s) possesses the requisite experience and capabilities required for undertaking the Services, it may participate in the Selection. The manner in which the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP.
- ii.** Applicants are advised that the selection of consultant shall be on the basis of evaluation by IPA through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that IPA's decisions are without any right of appeal whatsoever.
- iii.** The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided in this document. Proposals of only those Applicants who satisfy the Conditions of Minimum Eligibility will be considered for evaluation.
- 2.2.2 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix- I; provided, however, that such Power of Attorney would not be required if the Application is signed by a Director (on the Board of Directors) of the Applicant.
- 2.2.3 The Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or consultancy Services (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification,

IPA shall forfeit and appropriate the Performance Security, as available, as mutually agreed genuine pre-estimated compensation and damages payable to IPA for, inter alia, the time, cost and effort of IPA including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to IPA hereunder or otherwise.

2.3.2 IPA requires that the consultant provides professional, objective, and impartial advice and at all times hold MoPSW's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IPA.

2.3.3 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

a) the Applicant or Associates (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause (a), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

b) a constituent of such Applicant is also a constituent of another Applicant;

c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's

information about, or to influence the Application of either or each of the other Applicant; or

f) there is a conflict among this and other consulting or Consultancy assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the will depend on the circumstances of each case. While providing consultancy Services to IPA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

g) a firm which has been engaged by IPA to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

h) the Applicant or Associate (or any constituent thereof), and the Applicant or concessionaire if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or Associate, as the case may be,) in the Applicant or concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72) of the Companies Act 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, with the Applicant (the "Associate"); As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy Services for this Project, its Associates, affiliates and the Consultants, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of

3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for IPA in continuation of this Consultancy Services or to any subsequent consultancy/ advisory services performed for IPA in accordance with the rules of IPA. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the firm (to which Consultant belongs), as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that:

a) any member of an Applicant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and

b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Consultant shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Applicants for the Project, they shall make a disclosure to IPA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. IPA shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this assignment or otherwise, and convey its decision to the firm within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the Consultancy Services.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to IPA, Ministry, Project site or any other location for the purpose of this project. IPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from IPA;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IPA or relating to any of the matters referred to in Clause 2.2 above;
- d) satisfied itself about all matters, things and information, including matters

- referred to in Clause 2.2 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 IPA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by IPA.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, 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.

2.7.2 Without prejudice to the generality of Clause 2.8.1, the IPA 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 IPA, the supplemental information sought by IPA for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then IPA 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 IPA, including annulment of the Selection Process

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1) Introduction
- 2) Instructions to Applicants
- 3) Criteria for Evaluation
- 4) Fraud and corrupt practices
- 5) Miscellaneous

Appendix – I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Particulars of Key Personnel
- Form 6 : Abstract of Eligible Assignments of the Applicant
- Form 7 : Abstract of Eligible Assignments of Key Personnel
- Form 8 : Eligible Assignments of Applicant
- Form 9 : Eligible Assignments of Key Personnel
- Form 10 : CVs of Professional Personnel
- Form 11 : Pre-bid Queries Form

Appendix – II: Financial Proposal

- Form 1 : Covering Letter
- Form 2 : Financial Proposal

Appendix – III :

Bank Guarantee (Performance Security)

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFP may email their queries to IPA before the date mentioned in the Schedule of Selection Process at Clause 1.8. IPA will reply to all such queries at its own discretion.

2.9.2 IPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in Clause 2.10 shall be construed as obliging IPA to respond to any question or to provide any clarification.

2.10 Amendment of RFP

2.10.1 At any time prior to the deadline for submission of Proposal, IPA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Website/portal.

2.10.2 All such amendments will be notified in writing through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, IPA may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

2.12.1 The Applicant shall provide all the information sought under this RFP. IPA would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- a) by a partner, in case of a partnership firm and/ or a limited liability partnership; or
- b) by a duly authorised person holding the Power of Attorney, in case of a Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.12.3 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by IPA, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 1.8. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.13 Technical Proposal

2.13.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;

- b) power of attorney, if applicable, is executed as per Applicable Laws;
- c) CVs of all Key Personnel have been included;
- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility.
- e) Only one CV for each position has been furnished;
- f) the CVs have been recently signed and dated by the respective key personnel
- g) the CVs shall contain an undertaking from the respective KeyPersonnel about his/her availability for the duration specified in the RFP;
- h) Key Personnel proposed have good working knowledge of English language
- i) Key Personnel would be available for the entire period of the assignment
- j) no Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 3.1,3.3 and 3.4.
- k) The RFP document duly signed on all pages is submitted.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of IPA for a period of 3 (three) years. The award of this consultancy Services to the Applicant may also be liable to cancellation in such an event.

2.13.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.6 The proposed team shall include experts and specialists (the "Key Personnel") in their respective areas of expertise.

2.13.7 IPA reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by IPA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IPA there under.

2.13.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect

or false information, the Applicant shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IPA without the IPA being liable in any manner whatsoever to the Selected Applicant .

In such an event, IPA shall forfeit and appropriate the Performance Security, as available, as mutually agreed pre-estimated compensation and damages payable to the IPA for, inter alia, time, cost and effort of IPA, without prejudice to any other right or remedy that may be available to IPA.

2.14 Financial Proposal

2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating its quote for the assignment (Item F of Form- 2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

b) The Financial Proposal shall take into account all expenses and tax liabilities **excluding GST**. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. GST will be paid only after submission Tax Invoice and proof of filing returns (GSTR-1 & GSTR-3B) and appearing of same in GSTR-2A.

c) Costs (including break down of costs) shall be expressed in INR.

2.15 Submission of Proposal

2.15.1 The Applicants shall submit the Proposal with all pages numbered serially and by giving an index of submissions.

2.15.2 The cover containing "Technical Proposal" shall consist of the Application in the

prescribed format (Form 1 of Appendix-I) along with Forms 2 to 11 of Appendix-I and supporting documents.

2.15.3 The cover containing "Financial Proposal" shall consist of the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.15.4 The Technical Proposal and Financial Proposal shall be typed and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.15.5 The completed Proposal must be submitted on or before the specified time on PDD in the CPP Portal. Hard copy shall not be accepted.

2.15.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.15.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.16 Proposal Due Date

2.16.1 Proposal should be submitted by PDD specified at Clause 1.8 at the address provided in Clause 1.9 in the manner and form as detailed in this RFP.

2.16.2 IPA may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.17 Late Proposals

Proposals submitted after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.18 Modification/ substitution/ withdrawal of Proposals

2.18.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.18.2 Any additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by IPA, shall be disregarded.

2.19 Bid and Performance Security

The Applicant, shall submit **EMD as NEFT / Demand Draft for INR 5,00,000 (Five Lakhs), pledged in favour of Indian Ports Association, New Delhi.** The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to IPA's any other right or remedy hereunder or in law or otherwise, the Bid Security, as available, shall be forfeited and appropriated by IPA in lieu of compensation and damage payable to IPA for, inter alia, the time, cost and effort of IPA in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

The Selected bidder shall submit performance security, which shall be as specified in clause 1.8 of the agreement value and shall be in form of irrevocable and irreversible bank guarantee or Demand Draft. The performance security shall be submitted by the selected bidder within 15 working days from receipt of Letter of Award, pursuant to which the Agreement shall be signed within 30 working days from issuance of letter of award. The performance bank guarantee shall be provided for duration equivalent to actual / scheduled completion of the agreement, and shall have a claim period of 3 months after the actual/schedule completion of the assignment whichever is later.

The Bank Guarantee shall be submitted as per format provided in Appendix III-A for performance security.

D. SUBMISSION AND EVALUATION PROCESS

2.20 Submission and Evaluation of Proposals

2.20.1 The proposal shall be uploaded in the CPP Portal along with all enclosures. Proof of payment of document fee and EMD shall also be uploaded. Financial bids of shortlisted consultants will be opened which will be informed.

2.20.1 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.20.2 Prior to evaluation of Proposals, IPA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
- c) it is signed and named as stipulated in Clauses 2.13 and 2.16;
- d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- e) it contains all the information (complete in all respects) as requested in the RFP;

- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.
- h) The Bid document fee and EMD has been provided

2.20.3 IPA reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IPA in respect of such Proposals.

2.20.4 IPA shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Clause 3 of this RFP.

2.20.5 After the technical evaluation, IPA shall prepare a list of pre- qualified Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre- qualified Applicants along with their Technical Scores will be announced. IPA will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall then be carried out.

2.20.6 Applicants are advised that Selection shall be entirely at the discretion of IPA. Applicants shall be deemed to have understood and agreed that IPA shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.20.7 Any information contained in the Proposal shall not in any way be construed as binding on IPA, its agents, successors or assigns, but shall be binding against the Applicant if the assignment is subsequently awarded to it.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising IPA in relation to matters arising out of, or concerning the Selection Process. IPA shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. IPA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or IPA or as may be required by law or in connection with any legal process.

2.22 Clarifications

20.2.1 To facilitate evaluation of Proposals, IPA may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by IPA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

20.2.2 If an Applicant does not provide clarifications sought under Clause above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, IPA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of IPA.

E. SELECTION OF CONSULTANT

2.23 Negotiations

2.23.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 75% (seventy five per cent) marks shall be replaced by the Applicant with a better candidate to the satisfaction of IPA. In case the Selected Applicant fails to reconfirm its commitment, IPA reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.23.2 IPA will examine the CVs of all other Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of IPA. IPA agreeing to the replacement will be subject to interactions with the new key personnel by IPA before agreeing to the replacement.

2.24 Substitution of Key Personnel

2.24.1 If, for any reason beyond the reasonable control of the Consultant, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant will fill the vacancy with equally qualified and experienced staff immediately with the approval of Ministry of Ports, Shipping and Waterways (MoPSW) and IPA. In cases when a critical vacancy cannot be filled immediately, due to conditions beyond the consultant's control, the consultant will be allowed to fill the critical vacancy for temporary periods up to 3 months but only with Ministry of Ports, Shipping and Waterways' (MoPSW) and IPA's approval and assessment that the replacement personnel is of equivalent qualifications. The remuneration payable for such temporary personnel shall not exceed 90% of the remuneration which would have been payable for the personnel replaced, for the remaining period. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays – the consultant is expected to meet every deliverable due dates, and the project completion milestones as approved by the Client.

2.24.2 Applicants are expected to propose only such key team personnel who will be in a position to commit the time required for and be available for delivering the Services in accordance with the Agreement

2.25 Indemnity

The selected Applicant shall, subject to the provisions of the Agreement, indemnify IPA, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services. An indemnity bond has to be signed by the selected Applicant for this purpose.

2.26 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by IPA to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, IPA may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 30 days from the date of issuance of LoA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of Assignment

The selected Applicant shall commence the Services within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, IPA may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

2.29 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by IPA or submitted by an Applicant to IPA shall remain or become the property of IPA. Applicants/Consultant, as the case may be, are to treat all information as strictly confidential. IPA will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to IPA in relation to the Services shall be the property of IPA.

2.30 Terms and Conditions: Applicable Post Award of Contract

2.30.1 Termination Clause

a. IPA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the

contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):

b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted IPA; or

c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

d. If the selected bidder, in the judgment of IPA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

e. If the selected bidder commits breach of any condition of the contract

f. If IPA terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited only if termination is due to Consultant default.

2.30.2 Termination for Default

a. IPA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):

b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by IPA; or

c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

d. If the selected bidder, in the judgment of IPA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

e. If the selected bidder commits breach of any condition of the contract

f. If IPA terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

2.30.3 Termination for Insolvency

IPA may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IPA.

2.30.4 Termination for Convenience

- a. IPA, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for IPA 's convenience, the extent to which performance of the selected bidder under the Contract is terminated and the date upon which such termination becomes effective.
- b. In such case, IPA will pay for all the pending invoices as well as the work done till that date.
- c. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid)under this Agreement.

2.30.5 Termination by IPA

- a. IPA may, by not less than 30 day's written notice of terminationto the Consultant, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specifiedin a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as IPA may have subsequently granted in writing;
 - ii. The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The Consultant fails to comply with any final decision reachedas a result of arbitration proceedings.
 - iv. The Consultant submits to IPA a statement which has a material effect on the rights, obligations or interests of IPA and which the Consultant knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the Consultant was considered eligibleor successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60)days
- c. If IPA would like to terminate the contract for reasons not attributable to the

Consultant performance, they will need to clear all invoices for the services up to the date of their notice.

d. If IPA would like to terminate the contract for reasons attributable related to the Consultant's performance, IPA will give a rectification notice for 3 months to consultant in writing with specific observations and instructions.

2.30.6 Termination by the Consultant

a. The Consultant may, by not less than 30 days written notice to IPA, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. IPA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty- five (45)days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by IPA of the Consultant's notice specifying such breach;

ii. As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

2.30.7 Consequences of Termination

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], IPA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Consultant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Consultant to take over the obligations of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of IPA to invoke Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to IPA under law or otherwise.

c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

2.30.8 Dispute Resolution Mechanism

IPA & the Consultant shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

Matter will be referred for negotiation between Officer nominated by IPA and the Authorized Official of the Consultant. The matter shall then be resolved between them

and the agreed course of action documented within a further period of 15 days.

2.30.9 Arbitration

The Consultant may apply to the Managing Director, IPA for the appointment of the Arbitrator in the event of any dispute/difference. The Arbitrator so appointed shall enter upon reference and decide the dispute in accordance with The Arbitration & Conciliation Act, 1996 including amendments. Place of arbitration shall be New Delhi.

2.30.10 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or IPA as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or IPA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

2.30.11 Jurisdiction of Courts

All disputes relating to this contract shall be subject to the jurisdiction of Courts of New Delhi only.

2.30.12 Right of Monitoring and Periodic Review

IPA reserves the right to monitor/ assess the progress/performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. IPA may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. Any deviations or contravention identified as a result of such review assessment would need to be rectified by the Selected Bidder failing which IPA may, without prejudice to any other rights that it may have, issue a notice of default.

2.30.13 Information Security

The Consultant shall not carry and/or transmit any material, information, layouts,

diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by IPA, out of premises, without prior written permission from IPA. The Consultant shall, upon termination of this agreement for any reason, or upon demand by IPA, whichever is earliest, return any and all information provided to the Consultant by IPA, including any copies or reproductions.

2.30.14 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement. IPA however reserves the right to review and negotiate the charges payable. In case the contract is extended beyond one year, the rates quoted will be increased by 5% of the prevailing rate for the successive year.

3. SCOPE OF WORK AND CRITERIA FOR EVALUATION

The main objective of the assignment is to assist MoPSW by providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities

Scope of Work:

- Organizing Events, focusing on areas related to Ports, Shipping and Inland waterways – way to sustainability and efficiency by leveraging technology and cooperation across G20 countries.
- Formulating an Implementation framework and program structure to be placed before the G20 Authorities for approvals, execution and continuity
- Drafting of Presidency Documents and getting it reviewed with respective working group
- Developing knowledge on issues discussed and work towards suggestions align with the G20 work and priorities
- Research and Documentation/repository of information work for the G20
- Monitoring of all initiatives with respect to Maritime India Vision (MIV) 2030 and Amritkal 2047 of all organisations under MoPSW, analyzing and making periodic presentations. The main role of the consultant is to analyze the data, understand the underlying issues and find innovative solutions for the same. Key role of the consultant will be to perform the following:
 1. Ensure updation of the data in the Maritime India Vision Management tool
 2. Analyze the data to draw meaningful insights
 3. Identify red flags and potential risks
 4. Propose risk mitigation measures and solutions
 5. Drive broader engagement and collaboration with various stakeholders drawn up by the consultant in consultation with MoPSW
 6. Generation of periodic reports relevant to the stakeholders, and
 7. Convene periodic project review meetings
- To support and monitor the digital initiatives and projects of the Ministry of Ports, Shipping and Waterways and its organizations.
- Drafting presentations, interventions, position papers, communique etc. for Ministerial meetings, taking meeting records and coordination within MoPSW

- Developing concept notes/detailed agendas/issue notes/background documents, themes and key priorities with respect to MoPSW. Developing programs and projects to enable execution of the high priority and high impact ideas through a mix of stakeholder interactions, research and innovative solutioning.

3.1 Team Composition:

1. Team Leader (Part-time): Senior professional with experience in program management, strategy formulation & implementation and similar assignments for Govt agencies in transport/ maritime / maritime infrastructure/ IWT. Will be required to attend key workshops and steering committee meetings. 3 days a month

2. Maritime Expert (Part-time): Senior professional with experience in program management, strategy formulation & implementation and similar assignments with technical knowledge and industry experience in a must in ports/ shipping/ IWT/ maritime/ maritime infrastructure etc. Will be required to attend key workshops and steering committee meetings. 2 days a month

3. Project Manager (Part-time): Experienced professional with experience in developing strategic planning for shipping/ maritime infrastructure/ IWT / ports / logistics/ smart ports/maritime digitization etc. 10 days a month.

4. Project Associates (Full-time): 2 professionals with the following

i) Full Time Project Associate No.1 – Minimum 5 years’ experience with minimum two years’ experience in the shipping/ IWT/ports and logistics sector

ii) Full Time Project Associate No.2 – Minimum 3 years’ experience with minimum one year experience in logistics in shipping/ IWT/ports/ maritime infrastructure. Experience in Logistics in these sectors will be considered.

3.3 Eligibility Criteria: The Consultant should have;

i) Prior experience of handling at least 2 Project Management Unit in last 7 years for central government authorities in transport and logistics where consultant has managed assignments pertaining to strategy formulation and implementation, program monitoring and coordination for project or program implementation. The assignment should be for a minimum period of 2 years. Both completed and ongoing assignments (more than 50% completed) are eligible. Each Assignment should be of fee value of INR 1.50 Cr and above. The proposed Team Leader for this assignment should have led as a full time project leader or team leader for at least one of the aforesaid assignments for a period of minimum 6 months.

ii) Consultant should have undertaken at least one assignment related to smart ports/smart shipping for a Major Port/Central Government Agency or Minor Ports in India during the last 7 years

iii) The average minimum turnover for the consulting firm should be INR 400 Cr for the last 3 years.

iv) Bidding as a consortium is not allowed under this RFP.

3.4 Evaluation Criteria:

	Parameter	Comments/Specs	Marks
1. Past experience of the Consultant in the last seven years			Maximum 65
1a	Undertaken assignments for implementation of a national project or program for Central Government Agency related to Transport and /or Logistics	Each Assignment to be of fee value of INR 3 Cr and above in last 7 years	10 Marks per assignment subject to a maximum of 20 Marks
1b	Case Study 1 - Assignment related to Strategy and Implementation of a National Project or Program for Logistics sector for a Central Government Agency in India. Must have at least completed 50% of deliverables	Assignment of fee value of INR 3 Cr and above in last 7 years	Maximum 15 marks for case study depending on scope covered quality and complexity of the assignment
1c	Case Study 2 - Assignment related to Strategy Formulation and implementation of a National Project or Program in Maritime sector for Central Govt. agency or Major Port in India. Must have at least completed 50% of deliverables	Assignment of fee value of INR 3 Cr and above in last 7 years	Maximum 15 marks for case study depending on scope covered quality and complexity of the assignment
1d	Case Study of 3 - Assignment related to development of a national level multisector strategy/vision exercise / program management/project management for a Govt agency. Multi-sector defined as	Assignment in last 7 years	Maximum 15 marks for case study depending on scope covered quality and complexity of the assignment

	at least 2 of the transport sector (Ports & Maritime, Roads, Railways, Public transport and Aviation). Must have at least completed 50% of deliverables		
2. Presentation on Approach and Methodology			Maximum marks 10
2a	Understanding of Maritime sector both in digital and operational landscape. Also understanding of G20, Amritkal 2047 and MIV 2030.		Maximum 5 marks
2b	Approach and methodology to be adopted for the assignment and team structure		Maximum 2marks
2c	Presentation. The presentation is to be made by the Team Leader with active participation/involvement by the Project Associates who will be deployed for the assignment		Maximum 3 marks
3 Qualification and Experience of Team Proposed for the assignment			25
3a	Team Leader	Engineer with MBA/PGDM or equivalent from reputed institute with minimum 20 years of experience. It is preferred if MBA/PGDM or equivalent is completed from any of the top 10 management institute as per the ranking given by National Institutional Ranking	Maximum 6 marks as per below criteria: a) Maximum 4 marks for fulfilling the criteria 1, 2, 4 and 5. b) Maximum 2 marks on evaluation based on criteria 3: • 4 assignments in each sector as mentioned above – Maximum 1 marks

		<p>Framework for the year 2022.</p> <ol style="list-style-type: none"> 1. Should have led at least one assignment of INR 3 Cr or more as mentioned above in the Eligibility criteria for national level transport and logistics for Central Government agency or Minor Ports 2. Must have led at least one PMU in Maritime for a Central Government agency or Minor Port for at least 12 months as a full-time team leader/project leader in last 7 years 3. Should have experience in at least 5 assignments in each of the below mentioned sectors: <ol style="list-style-type: none"> i. Smart ports/ maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistics sector 4. International experience of working in at least 3 countries of G20 group is preferred 5. Permanent employee of the firm 	<ul style="list-style-type: none"> • 6 assignments in each sector as mentioned above – Maximum 2 marks
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		for more than 10 years	
3b	Project Manager	<p>Engineer + MBA/PGDM or equivalent from reputed institute with minimum 8 years of experience</p> <p>1. Should have worked with at least one central govt. agency in program implementation or strategy formulation and its implementation in transport and logistics sector with assignment value greater than INR 3 Cr.</p> <p>2. Should have experience of at least 1 project in each of the below mentioned sectors:</p> <ul style="list-style-type: none"> • Smart ports / Maritime digitization sector • IWT sector • Shipping sector • Logistic sector <p>3. Should have experience of at least 2 international market studies in Maritime /Ports/shipping/IWT, each in an international region</p>	Maximum 5 marks for fulfilling each of 1, 2,3 and 4

		4. Permanent employee of the firm for 5 years	
3c	Maritime Expert	<p>Engineer + MBA/PGDM or equivalent from reputed institute with minimum 15 years of experience of which minimum 7 years in maritime industry (Shipping or Ports)</p> <ol style="list-style-type: none"> 1. Undertaken international maritime assignment related to regional maritime logistics 2. Must have managed at least one assignment in Maritime sector for Central Government Agency for at least 12 months as a full time project leader in the last 5 years 3. Should have experience of at least 2 projects in each of : <ol style="list-style-type: none"> i. Smart Ports/Maritime digitization sector ii. IWT sector iii. Shipping sector iv. Logistic sector 4. International experience of maritime sector in at least 3 countries of G20 group is preferred 	<p>Maximum 5 marks as per below criteria:</p> <ol style="list-style-type: none"> a). 7 and more years of experience in maritime industry – Maximum 3 marks b). Fulfilling criteria 1,2, 3, 4 and 5 – Maximum 2 marks

		5. Permanent employee of the firm for 5 years	
3d	Project Associate No.1	<p>Engineer with MBA/PGDM/MTech or equivalent from reputed institute with minimum 5 years of experience of which minimum 2 years in shipping/IWT/ports and 1 year in Logistic sector</p> <p>Permanent employee of the firm for at least 1 years</p>	<p>Maximum 6 marks as per below criteria:</p> <p>a). Total 5 years of experience – 2 marks with 1 added mark for each additional completed year of experience subject to maximum of 4 marks</p> <p>b). 2 years of experience in shipping/ IWT/ports/ and 1 year in logistics sector – maximum 2 marks</p>
3e	Project Associate No.2	<p>MBA/PGDM/CA or equivalent from reputed institute with minimum 3 years of experience in shipping/IWT/Port sector including logistics in these sectors</p> <p>Permanent employee of the firm for at least 1 year</p>	<p>Maximum 3 marks as per below criteria:</p> <p>a) 3 years of experience – 1 mark with 1 added mark for each additional completed year of experience subject to maximum of 2 marks</p> <p>b) 1 mark for each project in shipping/IWT/Ports sector subject to a maximum of 1 mark</p>

Please note that the maximum marks denote the maximum marks that the bidder can get for that specific sub criteria but the evaluation and marking will be based on assessment of the quality of the assignment, complexity etc.

CQCCBS (Combined Quality cum Cost Based Selection) method with weights distributed between technical & financial bid shall be used to evaluate the Consultancy proposals as mentioned under:

1. **Technical Bid Score: 70%** (The bidder who secures maximum marks shall be given a Technical score of 100 and then pro-rata calculations for successive bidders with respect to their technical score).

The technical scores of other Bidders for the project shall be computed as follows.

$$T_s (\text{bidder}) = 100 * (T (\text{bidder}) / T (\text{highest technical score amongst all bidders}))$$

Only those Bidders who have secured Technical Score of 75 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 75 for Technical Score shall be rejected

2. **Financial Bid Score: 30 %** (with full marks to lowest financial bidder and then pro-rata calculations for successive bidders with respect to their financial bids).

Financial Quote of any bidder = F

$$F_s (\text{bidder}) = 100 * (F(\text{lowest financial quote amongst all bidders}) / F(\text{bidder}))$$

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.

$$\text{Total Evaluated Score} = 0.7 T_s + 0.3 F_s$$

4. FRAUD AND CORRUPT PRACTICES

4.1 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 RFP, the IPA 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 IPA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the IPA for, inter alia, time, cost and effort of the IPA, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the IPA under Clause 4.1 hereinabove and the rights and remedies which the IPA may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the IPA 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 IPA during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the IPA 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.

4.3 For the purposes of this Clause, 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 IPA 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 IPA, 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 IPA 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 IPA 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.

5. MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The IPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Applicant in order to receive clarification or further information;

c) retain any information and/or evidence submitted to the IPA by, on behalf of and/or in relation to any Applicant; and/or

d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the IPA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

5.4 All documents and other information supplied by the IPA or submitted by an Applicant shall remain or become, as the case may be, the property of the IPA.

The IPA will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

- 5.5 The IPA reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Appendices

APPENDIX-I
(See Clause 2.1.iii)

TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road, New Delhi 110003

Sub: Engagement of consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities

Dear Sir,

With reference to your RFP Document dated , I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities.

1. I/We acknowledge that the IPA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of selection as the Consultant for the aforesaid Project.
3. I/We shall make available to the IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the IPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Board nor have had any contract terminated by any public Board for breach on our part.
6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the IPA;
 - b. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the IPA or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/ We declare that we are not a Sub-Consultant in any other Proposal applying for Selection as a Consultant under this RFP.
9. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Board which would cast a doubt on our ability to undertake the Consultancy Services for the Project or which relate to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/ We further certify that no investigation by a regulatory Board / authority is pending either against us or against our Associates or against our CEO or any of

our Partners /Directors/ Managers / employees.

12. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPA [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
13. I/ We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy Services for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/ We agree to keep this offer valid for 90 (Ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
16. In the event of my/our firm being selected as the Consultant, I/ we agree to enter into an Agreement with IPA. We agree not to seek any changes in the form and agree to abide by the same.
17. In the event of my/ our firm being selected as the consultant, I/ we agree and undertake to provide the services of the Team Leader in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.
18. I/ We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy Services.
19. The Financial Proposal is being submitted separately. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/ we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal/ stamp of the Applicant)

Form 2

Particulars of Applicant

S No	Particulars	Details
1)	Title of Services	Consultancy Services
2)	Title of Project	Engagement of Consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities
3)	Applicant applying as	
4)	State the following:	
i.	Name of Firm:	
ii.	Country of incorporation:	
iii.	Registered address:	
iv.	Year of Incorporation:	
v.	Year of commencement of business:	
vi.	Principal place of business:	
vii.	Name, designation, address and phone numbers of authorized signatory of the Applicant:	
viii.	Name:	
ix.	Designation:	
x.	Company:	
xi.	Address:	
xii.	Phone No.:	
xiii.	Fax No.:	
xiv.	E-mail address:	
<p>(Signature, name and designation of the authorized signatory) For and on behalf of </p>		

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

(Date and Reference)

To,

The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road
New Delhi 110003

Sub: Engagement of consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities

Dear Sir,

I/ We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/ We have agreed that..... (insert individual's name) will act as our authorized Representative and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
For and on behalf of

Form-4

Power of Attorney

Know all men by these presents, We,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms..... son/daughter/wife ofand presently residing at , who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf,all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection, as the Consultant, to work as consultant Indian Ports Association, New Delhi, for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to IPA, representing us in all matters before IPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IPA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with IPA.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2023

For
(Signature, name, designation and address)

Witnesses:

- 1
- 2

Notarized Accepted
.....
(Signature, name, designation and address of the Attorney)

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal/ stamp affixed in accordance with the required procedure.
- ii. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- iii. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form-5

Particulars of Key Personnel

S No	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							

Form-6

Abstract of Eligible Assignments of the Applicant#

S No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Professional fees## received by the Applicant (in Rs. crore)
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Exchange rate should be taken as Rs.80 per US \$ for conversion to Rupees.

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

Note: In case of completed assignments, documentary evidence comprising of work orders and completed certificates containing the relevant information are to be furnished. In case of partly completed works, Chartered Accountant's certificate can be produced certifying the extent of work completed.

Form-7

Abstract of Eligible Assignments of Key Personnel

Name of Key Personnel:

Designation:

S No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of assignment
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

@ Use separate Form for each Key Personnel.

Form-8

Eligible Assignments of Applicant

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		
		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s) if any		
		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

Notes:

- Use separate sheet for each Eligible Assignment.
- Exchange rate should be taken as Rs.80 per US \$ for converting to Indian Rupees.

Form-9
Eligible Assignments of Key Personnel

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		
		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s) if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 80 per US \$ for converting to Indian Rupees.

Form-10

Curriculum Vitae (CV) of Professional Personnel

Photo	1. Name:			
	2. Position:			
	1. Date of Birth:			
	2. Education:			
3. Employment Record	From	To	Company	Position Held
4. Brief Profile				
5. Countries of Work Experience				
6. Languages				
7. Representative Projects				
Nature of Work: Year: Location: Company: Position Held: Main Features: Activities Performed:				
Signature:			Name:	

Notes:

- 1) Use separate form for each Key Personnel / Professional Personnel.

Form 11

Prebid Query Form

S. No	Page No/ Clause no	Clause	Query

APPENDIX-II
Form 1
(FINANCIAL PROPOSAL)
(On Applicant's letter head)

(Date and Reference)

To,
The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road, New Delhi 110003

Sub: Engagement of consultant for providing strategic planning and implementation assistance in Digital Initiatives, G20 Working Group related activities, Maritime India Vision and project monitoring activities

Dear Sir,

I/ We, (Applicant's name) herewith enclose the Financial Proposal (inclusive of all expenses and taxes excluding GST) for selection of my/our firm as Consultant for IPA.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

The Financial Proposal is for Key personnel to be deployed as follows

	Key Personnel	No.	Frequency	Man-month Rate	Unit Amount (Rs)
1	Team Leader	1	Part Time (3 days in a month)		
2	Maritime Expert	1	Part Time (2 days in a month)		
3	Project Manager	1	Part Time (10 days in a month)		
4	Project Associate No.1	1	Full Time		
5	Project Associate No.2	1	Full Time		

Total Financial Quote (Unit Amount) - Rs. _____

(Rupees in words) _____

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Notes:

1. The Consultant shall quote the man-month rate as well as the unit amount payable by considering the frequency of the key personnel to be deployed as indicated in the Table above.
2. For arriving at the unit amount payable for each key personnel, the number of working days shall be considered as 22 nos.
Therefore, Unit Amount for key personnel = (Man-month Rate) ÷ 22 × Frequency
3. Manpower requirement can be increased or decreased according to the requirement of MoPSW/IPA.
4. Project Associates will be allowed one day casual leave for every month worked which can be accumulated.
5. In case of shortage of deployment of any key personnel for a particular month, pro rata deduction based on unit amount will be done. Similarly, in case any key personnel is required to be deployed beyond the stipulated frequency, additional payment will be done based on the unit amount quoted. IPA reserves the right to reduce the frequency of deployment of key personnel depending on requirement and in such case payments will be based on actuals.
6. The fee payable to the Consultant in accordance with the Financial Proposal shall cover the costs of telephone/ fax, photocopying, couriers and postage, collections and deliveries, traveling expense, stationery, costs of support staff and counsel fee, overheads, etc., including all taxes and duties except GST. No additional charges in respect thereof shall be due or payable. The fees shall be limited to the amounts indicated in the financial quote and no escalation on any account will be payable on the above amounts during the agreement period.
7. In case the consultant is asked to continue the assignment beyond the agreement period, 5 % increase in the unit amount for each key personnel deployed will be paid for subsequent years over the amount paid during the preceding year. The number of key personnel to be deployed by the Consultant will be in accordance with the directions of IPA
8. All payments shall be made in Indian Rupees
9. The Consultant shall produce details of the key personnel deployed every month duly countersigned by the Officer in Charge in MoPSW while submitting the monthly invoices. Failure to deploy the Key personnel as stipulated will attract penal charges of 20% of the unit amount of the relevant Key Personnel per occasion. The consultant shall observe working days as per the calendar of the Authority, however, in case of requirement it will be necessary to work during weekends and Public Holidays.

Appendix III

Format for Bank Guarantee (Performance Guarantee)

(As per the standard format of concerned bank)