

LIMITED

E-Request for Proposal  
(eRFP)

For  
Engagement of Project Management Consultant  
(PMC)



**Indian Ports Association**  
1st Floor, South Tower, NBCC Place  
B. P Marg, Lodi Road  
New Delhi - 110 003  
Ph No: 011-24369061/63; Fax No : 011-24365866

INR 3,000/-

(July, 2020)

**LETTER FOR ISSUE OF LIMITED eRFP FOR THE  
Engagement of Project Management Consultant (PMC)**

The set of Limited eRFP document is issued to:

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**IPA**

Signature of the Officer

Issuing the Limited eRFP Document: \_\_\_\_\_

## Indian Ports Association

IPA/PGAV/PMC/2020

17/07/2020

### **Limited E-Notice Inviting e requests for Engagement of Project Management Consultant (PMC)**

Indian Ports Association, a society registered in Delhi under the S.R. Act, 1860 invites limited E-Requests for proposal (eRFP) for engagement of Project Management Consultant (PMC) on limited offer basis from prospective bidders as per list attached at **Annexure-I**. The eRFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the web site CPPP <https://eprocure.gov.in/eprocure/app>.

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

1. Pre Bid meeting on 22/07/2020 at 1500 Hrs (Thru Video Conferencing)
2. Receipt of offers on or before 3.00 pm (1500 Hrs) on 10/08/2020.
3. Opening of Technical offers at 1530 Hrs on 10/08/2020.

Consultants/consulting firms/consortia in the name of whom RFP has been issued may download the eRFP from the above CPP portal and send in their response to the Managing Director, Indian Ports Association, 1st floor, South Tower, NBCC Place, B. P Marg, Lodi Road, New Delhi – 110 003.

In case, if eRFP document is downloaded from website, the requisite document fee of Rs. 3,000/- in form of Demand Draft, in favor of Indian Ports Association shall be submitted along with bid. Bidder can also made payment through RTGS/NEFT/ONLINE TRANSFER. The copy of payment shall be submitted along with bid. The RTGS details are as follows:

Indian Ports Association (IPA), NBCC Place, 1<sup>st</sup> Floor, South Tower, Lodhi Road, New Delhi – 110003

Name of Bank : Indian Overseas Bank, Lok Kala Manch, Institutional Area, Lodhi Colony, New Delhi – 110003

Account No. : 14980100002360; IFSC Code : IOBA0001498

Online Bids will be accepted only at eProcurement web site <https://eprocure.gov.in/eprocure/app>(CPPP). If any bidder fails to submit

online, then Bid shall be treated as “Non-Responsive”.

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## Indian Ports Association

### **Engagement of Project Management Consultant (PMC)**

#### **1. Introduction:**

Post India's ratification of World Trade Organization's (WTO) Trade Facilitation Agreement (TFA), there has been increased movement on the transformation of trade ecosystem, in India, through interventions focussed on reductions in time and cost, procedural simplifications, reduced human interventions, digitization, etc. The trade mosaic in the last few years in India was going through a period of momentous changes, with the policy establishment initiating an array of interventions directed towards trade facilitation. The focus towards smooth EXIM procedures at Indian borders has been a priority for quite some time with regular interventions being implemented on ground, also resulting in an upward movement in the ease of doing business rankings, particularly in the 'trading across borders' parameter wherein India ranked 68th in 2020 compared to 146th in 2018.

The National Trade Facilitation Action Plan 2017-2020 laid out well defined objectives for providing necessary fillip to the country's trade prospects, which entail improving India's Ease of Doing Business rankings. This is envisaged to be achieved through reducing cargo release time, creating a paperless regulatory ecosystem, developing a transparent and predictable legal regime mandated to ensure consistent consultation with the trade on new rules/amendments.

In the recent years, Indian Ports Association (IPA) has been focussing particularly on the digitization of the processes to reduce human intervention in EXIM procedures and achieving the goal of near paperless trading environment or enhanced digital trading environment. With the recent COVID-19 crisis the focus on digitization is further important. Development of Port Community System (PCS) as the core multi stakeholder platform where all the stakeholders in

the trade ecosystem are present and exchanging messages electronically becomes a very critical digital platform in the Post COVID scenario. Recently, IPA has enhanced the PCS 1x features for scanning of e-BL and letter of indemnity and brought digital documentation exchange platform CargoX for implementation of smart BL document transfer platform, using the neutral, public block chain Ethereum network.

Ease of doing business (EoDB) reforms under the Ministry of Shipping have also been at the core of IPA's initiatives. Development of digital platforms, identification of trade related bottlenecks and their solutions, implementation of initiatives, interaction with the Public/Private stakeholders in the port ecosystem, supporting the Ministry of Shipping vision on ease of doing business, etc are some of the works that IPA is actively involved in. Providing support to various inter-ministerial committees (IMCL) in the EoDB sphere is another scope that is handled at IPA.

IPA has also come out with the managing the 'land portal' which will be key to port led industrialization and development of areas around the major ports in India. It will help in boosting development of more coastal economic zones (CEZs), Special Economic Zones (SEZs) etc. which will link coastal districts to ports and also help in creating more employment. Attracting investments through this model will be key towards the development in the land portal. A special cell has been developed at IPA which will look at the Collection the information of land parcels, update various land policies announced by the Government of India from time to time at Portal, Manage the land registration portal centrally, CRM capabilities to store key contact information, email and communication history, purchase history, preferences, documents, contracts, Monitor allotment of land to different industries, Help market the port land to potential investors, etc

These pillars i.e. digitization, ease of doing business initiatives and Land portal are the key functions which requires an additional resource to manage and monitor for effective implementation and

output from these pillars.

Indian Ports Association seeks to invite prospective applicants for applying towards appointment of Project Management Consultants (PMC) to work on the variety of initiatives being taken at Major Ports in India. The initiatives range from Ease of Doing Business, Digitization, Port Land portal, etc. The PMC will help to implement the initiatives at four major ports and support in improving India's trading environment across Major ports.

This calls for the appointment of an agency well versed with India's port ecosystem and ease of doing business initiatives in the port ecosystem, to help improve our rankings in the trading across borders parameter of The World Bank's Ease of Doing Business rankings.

## **2. Objective**

The objective of this Limited eRFP is to engage Project Management Consultant (PMC) focusing on Ease of Doing Business, Digitization and Land Portal as the key functions which requires an additional resources to manage and monitor for effective implementation and output from these focus areas. The Limited eRFP document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats and easy understanding has been divided into following sections:

- Section 1 - Instructions to Consultants
- Section 2 - Terms of Reference (ToR)
  - Part I - Objective & Scope of Services
  - Part II - TOR related information, Terms & Conditions
- Section 3
  - Technical Proposal - Standard Forms & Other Undertakings
  - Financial Proposal - Standard Forms

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

**Standard**

**1. Definitions**

(a) “Employer” means the Indian Ports Association (IPA) which has invited the bids for consultancy services and with which the selected Consultant shall sign the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.

(b) “Consultant” means any interested firms/companies/agencies who submit their proposals that may provide or provides the Services to the Employer under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.

(d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

(e) “Day” means a calendar day.

(f) “Government” means the Government of India.

(g) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.

(h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.

(i) “Proposal” means the Technical Proposal and the Financial Proposal.

(j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.

(k) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.

(l) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.

(m) “Terms of Reference” (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.

## **2. Introduction**

2.1 The Employer may select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in Part II of Section 2.

2.2 The name of the assignment/job has been mentioned in Section 1. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 2.

2.3 The date, time and address for submission of the proposals have been given in Section 1.

2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Section 1. The Proposal shall be the basis for signing the contract with the selected Consultant.

2.5 The Employer shall provide to the Consultants the inputs and facilities specified in Clause 11 of Part-II of section 2 without any cost and make available relevant project data and reports.

2.6 The Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiations. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **3. Eligibility of Association of Consultants and Sub-Consultants**

3.1 If the Consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section 2. The combined score of the each member of

the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2 A consultant may associate with other consultants and/or individual expert at the time of submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II of Section 2. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract, etc.

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

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

4.2 At any time before the submission of Proposals, the Employer may amend the limited eRFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and shall be binding on them.

Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **5. Conflict of Interest**

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

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography and satellite imagery.

**Conflicting Assignment/job:** A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer.

**Conflicting relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the

Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants are under an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose the said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment besides blacklisting of the firm.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

## **6. Unfair Advantage**

6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this eRFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## **7. Proposal**

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

## **8. Preparation of Proposals**

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

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

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

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

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

must be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of client confidentiality agreements, a self certification has to be provided by the Managing Director of the consultant.

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

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

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

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

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

## **9. Proposal Validity**

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

## **10. Taxes**

The consultant shall fully familiarize themselves about the applicable Domestic taxes (such as Goods and Service Tax (GST), income taxes, fees, levies, etc) on amount payable by the Employer under the contract. All such taxes must be included by the Consultant in the financial proposal.

## **11. Currency**

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

## **12. Earnest Money Deposit (EMD)**

### **12.1 Earnest Money Deposit**

- i. An EMD of Rs. 50,000.00 (Rupee fifty thousand only), in the form of Demand Draft(DD) drawn in favour of Indian Ports Association, payable at New Delhi or RTGS shall be submitted along with the proposal.
- ii. Proposal not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee shall be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned within 45 days of award of job.

The RTGS details is as follows:

Name : Indian Ports Association (IPA), NBCC Place, 1<sup>st</sup> Floor,  
South Tower, Lodhi Road, New Delhi – 110003  
Name of Bank : Indian Overseas Bank, Lok Kala Manch, Institutional Area,  
Lodhi Colony, New Delhi – 110003  
Account No. : 14980100002360  
IFSC Code : IOBA0001498

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

- i. If the proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.

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

### **12.3 Performance Bank Guarantee(PBG)**

The successful bidder shall have to submit Performance Bank Guarantee equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job.

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

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

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

#### **13.3 Applicant must submit:**

##### **■ Technical proposal:**

Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies(one original + one copy) and alongwith 2 soft copies in word format in CD or Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE- 10/08/2020".

- **Financial proposal:**

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

13.4 The Proposal must also be sent to the address/ addresses indicated in the Section 1 and received by the Employer not later than the time and the date indicated in the Section 1 or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

#### **14. Proposal Evaluation**

14.1 From the time the proposals are opened to the time contract is awarded, the consultants shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the consultants / proposal.

14.2 The employer may constitute a selection Committee to carry out the entire evaluation process.

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

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

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

## **15. Technical Negotiations**

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

15.2 Availability of Professional/Staff/expert: The Employer shall require assurances that the Professional staff shall be actually available. Consultant shall make available such staff to employer during the contract period.

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

## **17. Confidentiality**

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

## **18. Timelines and Schedule**

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

1. Pre Bid meeting on 22/07/2020 at 1500 Hrs (Thru Video Conferencing)
2. Receipt of offers on or before 3.00 pm (1500 Hrs) on 10/08/2020.
3. Opening of Technical offers at 1530 Hrs on 10/08/2020.

## **19. eRFP Document**

The eRFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the website <http://ipa.nic.in>.

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website

In case, if RFP is downloaded from website, the requisite document as given on Page No. 3 of this RFP fee of Rs. 3,000/- in form of Demand Draft, in favor of Indian Ports Association shall be submitted along with the bid. **Payment can also be made through RTGS/NEFT/ONLINE TRANSFER**

## **20. Submission of Proposal**

Proposal, complete in all respects as specified in the eRFP document, must be submitted to

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

The bids received after due date shall be summarily rejected and no action will be taken on such bids.

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## **Section 2**

### **(Terms of Reference)**

#### **PART I : Objective & Scope of Services**

##### **1. Objective of Assignment**

The objective of this Limited eRFP is to engage Project Management Consultant (PMC) focusing on Ease of Doing Business, Digitization and Land Portal as the key functions which requires an additional resources to manage and monitor for effective implementation and output from these focus areas.

This document lays out the terms of reference (scope of work) for Project Management Consultant (PMC) as follows:

##### **Terms of Reference:**

1. Identification of bottlenecks in the trade ecosystem and the suggestions to improve the EoDB ranking for India.
2. On-ground assessment of the infrastructure and systems across different ports
  - a. Identify and catalogue the bottlenecks in the physical movement of cargo at various stages in the port ecosystem, and measures to remove the same
  - b. To assess the challenges in moving to a paperless ecosystem for exports and imports
  - c. Identify the shortcomings in the functionalities of existing infrastructure and technical glitches within the digital systems of Port ecosystem
  - d. Issues with respect to the connectivity/message exchange between different stakeholders
3. Assessment of Port Community System (PCS) presently PCS1x and help in transition to NLP - Marine– identifying the gaps and laying out a roadmap for its better integration with different systems as well as more acceptability from the end-users.
4. Assessment of port efficiency parameters and other parameters relating to clearance of cargo and to identify opportunities for improvements in port ecosystem.
5. Managing the land portal cell at IPA and take steps in attracting investments in the land portal.
6. Monitor allotment of land to different industries and also help in marketing the port land to potential investors.

7. Multiple stakeholder interactions to facilitate the enhanced digital trading environment and reduce disruptions in future and facilitating the development of new digital platforms in the port ecosystem.
8. Identification of challenges and bottlenecks in the existing platforms while also laying down the roadmap for new digital and automated systems for reductions in use of hard copies/manual intervention in the regulatory procedures of EXIM trade.
9. Supporting the Ministry of Shipping in outreach efforts and making suggestions to creating awareness amongst the stakeholders and document, where needed, all the hard and soft infrastructural reforms, port-wise. Capacity building cum sensitization of stakeholders at respective ports on a periodic basis.
10. Facilitation of extensive consultations and interactions with stakeholders in the trade supply chain (including port authorities, customs, relevant Ministries, PGAs, importers/exporters, CFS operators, Customs Brokers, Shipping Lines, Freight Forwarders, etc.) to understand the ground realities for realistic and efficient implementation of any new reforms.
11. Roadmap for enhancing existing infrastructure and systems, and developing new platforms in the trade ecosystem to enhance inter-department/stakeholder coordination and realising the goal of harmonization and standardization of best practices and processes.
12. **Four major ports shall be included under the purview of this program. The ports include JNPT, Chennai Port Trust, Kolkata Port Trust and V. O. Chidambaranar Port Trust (Tuticorin). Additional ports may be added during the course of the program, if so, approved/ decided.**
13. Member of core team, not below the level of Partner/ Director/Associate Director / Project lead, should participate / represent / contribute or accompany MoS/IPA officials in various meetings/ committee / studies with various industries & government agencies such as NITI Aayog, DPIIT, Doc, Legislative Dept, M/o Home Affairs, M/o Shipping etc.
14. Provide inputs, facilitation & help in engagement with various publishing agencies (World Bank, World Economic forum, Economic Intelligence etc) to improve India's ranking in various global competitive India's related to EXIM/Trading Across Borders/EoDB/Shipping.
15. Core team members should participate and contribute in working group/committees of various studies related to Ease of doing business, Trade facilitation, Logistic time & cost reduction studies etc.
16. Provide inputs & facilitate in grievance handing & media / PR activities related to Ease of doing business.

### **Project Management office**

A team of consultant may be stationed at Indian Ports Association to coordinate with Officers of IPA and other Stakeholders.

## 2. Duration of the Project

The duration of the initial contract shall be 1 year (12 months) from the time of issuing the letter of award to the selected PMC. The overall duration of the project may be extended upto three years by IPA with mutual discussion and agreement on the same terms and conditions.

## 3. Key Deliverables and time frame:

The consultants shall submit the following deliverables:

**Monthly Progress report** : The report will include updates on the tasks undertaken in the respective month including minutes of the meetings attended, responses to queries addressed during the month, details on stakeholders interactions, update on the key issues in the Ease of doing Business, digitization at Ports, etc (in line with the scope of the work)

**Ports Visit Report:** Report of the port visit undertaken in the respective months. The reports will be in line with the guidelines/instructions received from the IPA prior to the visit.

3.1 The consultant is required to submit the final report in the form of soft copies as well as hard copies inclusive of the working, assumptions, source of obtaining information, different methodology used for reaching logical conclusion and these documents shall remain the property of IPA and shall not be used for any other purpose other than those intended under RFP without obtaining written permission of IPA. IPA may issue completion certificate to this effect after satisfactory completion of the work.

3.2 Each deliverable of the consultant shall be reviewed by the working group constituted by the Ministry of Shipping for this purpose. The consultant shall also be required to make a presentation on the draft reports before IPA/Ministry and

incorporate their suggestions in the final report.

3.3 The consultant shall ensure timely completion of the milestones mentioned above. There shall be a penalty @ 0.5% of the contract value for delay of each week or part thereof subject to a maximum of 10% of contract value in non-achieving the milestones of work order unless such delay is duly approved by IPA. In case of non-submission of final report by the prescribed date the consultant has to refund the entire amount released by IPA together with a penal rate of interest @15%.

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

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

- i. This RFP is not an offer and is issued with no commitment. IPA reserves the right to withdraw the RFP and change or vary any part thereof at any stage. IPA also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. IPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP
- iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fess, expenses associated with any demonstration or presentations which may be required by IPA or any other costs incurred in connection with or relating to its proposal.

All such cost and expenses shall be incurred by the Applicant and IPA shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.

- iv. IPA reserves the right to withdraw this RFP, if it is in the best interest of the Government of India.
- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by IPA.
- vi. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IPA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by IPA to bidders shall not be considered binding on IPA, nor shall any written materials provided by any person other than IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage

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

For all the bids received within the last date and time of bid submission, the proposals and accompanying documentation of

the qualification proposal shall become the property of IPA and the same shall not be returned after opening of the qualified proposal. IPA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and may do so without compensation to the bidders. IPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

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

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all the sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

### **4. Evaluation of Proposals**

The bidders' proposals in the bid document shall be evaluated as per the requirements specified in the eRFP and adopting the qualification criteria spelt out in this eRFP. The Bidders are required to submit all required documentation in support of the qualification criteria specified in RFP. IPA may constitute a Committee to monitor the progress/completion of assignment.

### **5. Language of Proposals**

The proposal and all correspondence and documents shall be written in English.

### **6. Pre-Qualification Criteria (PQC)**

The bidder shall fulfil each of the following pre-qualification Criteria (PQC) on date of submission of bid:

S.No.	Criteria	Supporting documents to be submitted
PQ1	<p><b>Size and Financial Solvency:</b></p> <p>Bidder to be an organization with a minimum turnover of more than INR 25 Lakhs on an average of last 3 years from consulting revenues.</p>	<p>CA certified statement showing revenues for three Financial years FY 16-17, FY 17-18 and FY-18-19.</p>
PQ2	<p><b>Experience of the firm relevant to the engagement</b></p> <p>Consulting organization must have experience of working in the port ecosystem domain with an experience of successfully undertaken projects involving relevant domains at the major ports.</p> <p>Minimum three projects in the 'port ecosystem' and 'ease of doing business' domain with Project cost of over INR 50 Lakhs must have been undertaken in the last five financial years (2015-16 onwards). Contract/LoA/appointment letter and Project completion certificate/Auditor's certificate certifying receipt of full payment to be furnished as documentary proof.</p>	<p>Details of the work and confirmation by the authorized signatory of bidder</p>
PQ3	<p><b>Strategy experience</b></p> <ul style="list-style-type: none"> <li>• Expertise in working on the infrastructure gap analysis and infrastructure reforms at the major ports will be required.</li> <li>• Expertise of working on Government of India's different initiatives in the logistics and port ecosystem domain.</li> <li>• The consultant should showcase the expertise by giving the details of the relevant projects undertaken in the last five years in the Port ecosystem and ease of doing business domain</li> <li>• Preference will be given to the consultants who have worked on the digitization of EXIM procedures, digital platforms such</li> </ul>	

	<p>as Port Community System (PCS), PCS 1x etc.</p> <ul style="list-style-type: none"> <li>• Atleast one team member of the core team based in Delhi should have global experience of working in trade facilitation and port ecosystem domain.</li> </ul>	
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**\*Relevant Assignment is defined as Trade facilitation, ease of doing business in port/maritime ecosystem and EXIM procedures through maritime trade excluding Preparation of DPRs, IT implementation, Forensic/ Internal Audit/ Risk Assessment and Transaction/M&A engagements. IPA reserves the right to validate the credentials.**

**Bidders who meet all the above PQC's shall only be considered for price bid evaluation.**

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

- i. Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements.
- ii. Registration Certificate.
- iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- iv. Gross Annual Revenue (audited annual account) from consultancy during last three years. i.e, Financial Year 2016-17, 2017-18 & 2018-19.
- v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vi. A Certificate regarding non-disclosure/sharing of confidential information with third parties.

vii. Duly filled check list as given in **Annexure I** of the RFP.

## **8. Proposal Submission**

Consultant should submit both technical and financial proposals in two parts as per the Schedule mentioned in of Section 1 i.e. Timeline and Schedule.

### **■ Technical proposal:**

Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/appin> the First Cover (Technical Bid) and also one hard copies (original) and alongwith soft copy in word format in CD or Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE- 10/08/2020”. The envelope shall bear the title of the assignment “**Engagement of Project Management Consultant (PMC)**”. – **Technical Part**

### **■ Financial proposal:**

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

## **I. Technical Proposal Content**

Technical proposal shall be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant. Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms & Other Undertakings.**

Technical Proposal must be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

## **II. Financial Proposal Content**

- a) Financial proposal (in Indian Rupees) should be in the form of a lump sum amount inclusive of all applicable taxes for the entire Scope of Services and the details of Taxes shall be provided separately as per Form FP - 2.
- b) The lump sum quote should be inclusive of all expenses which consultant may incur while executing the assignment including Travel, Boarding & Lodging as required and the Taxes shall be provided separately as per Form FP - 2. The reimbursement of expenses shall be made on actual expenditure after submitting the tickets Boarding Pass etc. However, consultant shall ensure that wherever possible meetings shall be arranged through Video Conference (VC).
- c) Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms.**

## **9. Presentation**

The Consultant may require to make a presentation on VC on 12/08/2020, if necessary.

## **10. Evaluation of Proposal**

Each Proposal, which pre-qualifies as per clause 6, shall be evaluated accordingly to the following criteria for team composition and granted qualified. If the bidder is not qualified for the team composition then the bidder shall be disqualified and financial bid of those disqualified bidders shall not be opened. **Bidders who meet all the PQC's as per clause 6 and team composition shall only be considered for price bid evaluation.**

### **Team Composition for PMC:**

The consultant is expected to appoint three resources on full-time basis with provision of having two resources stationed at IPA from core team. Apart from these, the program has to be supported by the organizational expertise and other relevant team members.

The core team should be qualified in line with the following minimum criteria.

#### **a) Project Lead:**

- Minimum experience of 15 years with atleast ten years' experience working on international trade and logistics.
- Must have been involved in at least 5 projects as a lead in the port ecosystem, trade facilitation, and ease of doing business domain.
- Must have been involved as project lead in the projects of different government departments in the port ecosystem, trade facilitation, ease of doing business domain.
- Any policy related outreach in the form of newspaper articles, journal articles, reports, member of relevant government committee, etc in the port ecosystem, ease of doing business domain will be an added advantage.

#### **b) Project Team:**

- Minimum experience 5 years experience working on international trade and logistics domain.
- Must have been involved in at least 3 projects in the port ecosystem, trade facilitation, and ease of doing business domain.

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

IPA will provide the consultant, Annual Report, Business Plan and Annual Plan submitted by Port Trusts /Ministries and any other additional information which is available in public domain. IPA shall

also facilitate meeting the concerned Ministry and Port Trust for this purpose.

## **12. Payment Terms**

The consultant shall be eligible to receive the payment on a retainership (monthly) basis.

Monthly Retainership fee will be payable **every quarter** and will include quoted fee in the financial proposal and fees for additional inputs of the resource pool if any on the basis of their actual contribution in man days as approved by the employer. If the employer has removed any role(s) of Key Personnel, from the list mentioned in this RFP Document, then the Monthly retainership fee will be calculated as per the revised list of personnel and based on the rates quoted by the consultant.

## **13. General Terms and Conditions**

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

- (iv) Rates quoted shall remain firm till completion of works.
- (v) The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- (vi) The bidder must be registered under relevant Laws/Acts of the country.
- (vii) In case of any dispute arising, the decision of the Employer shall be final.
- (viii) Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
  - a. *Made untrue or false representation in the form, statements required in the application document.*
  - b. *Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.*

**(ix) Right to accept or reject any or all proposals**

- a) Notwithstanding anything contained in this document, the employer reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) The Employer reserves the right to reject any Proposal if: (a) at any time, a material misrepresentation is made or discovered, or (b) the Applicant does not provide, within the time specified by the Employer, the supplemental information sought by the Authority for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejections occurs after the proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Employer, including annulment of the

Selection Process.

**(x) Fraud and corrupt practices**

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Employer, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of the. Employer herein above and the rights and remedies which the Authority may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Employer 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 LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Employer during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Employer to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the

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

\*\*\*\*\*

**Section 3**  
**(Technical Proposal-Standard Forms)**

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Comments & Suggestions on TOR

Form TP 4: Approach & Methodology

Form TP 5: Curriculum vitae

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

**Technical Proposal-Other Undertakings**

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
2. Undertaking stating that  
"Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team/lead/member will be inducted to carry out the assignment in case of award."
3. Undertaking stating that  
'I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.'
4. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

**LETTER OF PROPOSAL SUBMISSION**

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Project Management Consultant] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope and requisite EMD and Financial Proposal submitted through online only.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant]. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address :

Date:

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

**A- Consultant’s Organization**

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

**B- Consultant’s Experience**

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

**A) Organizational Experience**

Sl. No.	Name of Entity with complete communication address / agency (specify whether central Govt., State Govt., Multilateral organisation , others)	Order No. and Date	Scope of Consultancy work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/ Project authority who could be contracted for further information.

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

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

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

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2016-17			
2017-18			
2018-19			

**( Seal& Signature of Bidder with Date)**

**Note:** Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

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

**1. On the Terms of Reference**

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

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

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

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

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

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

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

1. Proposed Position :

[For each position of key professional separate from TP-5 will be prepared]:

2. Name of Firm :

[Insert name of firm proposing the Staff]:

3. Name of Staff :

[Insert full name]:

4. Date of birth :

5. Nationality :

6. Education :

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations :

8. Other Training :

9. Countries of work experience :

[List countries where staff has worked in the last ten years]:

10. Languages :

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record :

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:

From [Year]: To Year]

Employer:

Positions held :

12. Detailed Tasks Assigned :

[List all tasks to be performed under this Assignment/Job]:

- Relevant projects worked on:
- *Title of the project*
- *Client*
- *Designation in the project*
- *Role in the project*

13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]

Date :

Place :

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THEROF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

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

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

### **Section 3**

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

**(Financial Proposal-Standard Forms)**

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for Project Management Consultant (PMC)

**Note : The Financial bid should be submitted online only as per the Price Schedule given in Section-3 Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Please refer Annexure-III for further details.**

**FINANCIAL PROPOSAL SUBMISSION FORM**

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

[Location, Date]

To: [Name and address of employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1]. This amount is inclusive of all the applicable Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 9 of Section 1

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

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

**Financial Proposal for Project Management Consultant (PMC)**  
**(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)**

Sl. No.	Nature of Financial Proposal	Fees quoted	Taxes (Specify name, rate and amount)	Total
<b>(A)</b>	<b>Lump sum amount for Scope of Services for 12 months w.r.t all assignments</b>			
1.				
2.				
<b>(B)</b>	<b>Lump sum amount for expenses of Travel, Boarding and Lodging, etc</b>			
1.				
2.				
<b>Grand Total (A + B)</b>				

Please note that for the evaluation of the proposal, only the fee quoted for the four ports above will be considered. Payment will be paid on quarterly basis at the end of each quarter after successful completion of milestone(s)

***Additional cost per month per port for addition of a New Port may be provided in below format. This will not be used for evaluation of the proposal***

Cost Per month Per Port (INR)	
GST	
<b>Total Cost per port per month (INR)</b>	

The addition of a new port may or may happen during the course of the program.

**Payment towards expenses of Travel, Boarding and Lodging, etc will be paid on actual on receipt of Tickets, Boarding pass, vouchers etc. on quarterly basis at the end of each quarter. However, Consultant try to do more video conferencing.**

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:  
Address:

**Check list of Documents**

The bids shall be accompanied with the followings:

- |   |                                     |
|---|-------------------------------------|
| 1). DD/ Pay order towards EMD(Rs50,000/-),<br>Document fee(Rs 3000/-)   | <input type="text" value="Yes/No"/> |
| 2). Firm registration certificate   | <input type="text" value="Yes/No"/> |
| 3). Copy of Work Orders/ Self-certification   | <input type="text" value="Yes/No"/> |
| 4). Copy of completion certificates along with value/Self-<br>certification   | <input type="text" value="Yes/No"/> |
| 5). Resume of Team Leader & Team members with supporting<br>documents and undertaking to maintained the team during<br>assignment | <input type="text" value="Yes/No"/> |
| 6). Undertaking that the firm/Institution is not blacklisted by any<br>Government Institute/CPSE/SLPE/Local Authority             | <input type="text" value="Yes/No"/> |
| 7). Authority Letter , if any   | <input type="text" value="Yes/No"/> |
| 8). Duly Audited copy of Annual Accounts of Last three years  | <input type="text" value="Yes/No"/> |
| 9). Undertaking regarding Non Disclosure  | <input type="text" value="Yes/No"/> |
| 10). Undertaking regarding non- failure to perform  | <input type="text" value="Yes/No"/> |
| 11). Duly filled format(as given in Technical bid with Self<br>Evaluation sheet & Financial bid)                                  | <input type="text" value="Yes/No"/> |

**Instructions for Online Bid Submission**

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

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

document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time shall be very fast.

- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder shall take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument shall be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, must tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid shall be rejected.
- 22) If the price bid format is provided in a spread sheet file like PDF\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA shall not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system must be printed by the bidder and kept as a record of evidence for online submission of bid for the

particular tender and will also act as an entry pass to participate in the bid opening date.

- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders must follow this time during bid submission.
- 26) All the data being entered by the bidders must be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered shall not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder must logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in) ; [support-eproc@nic.in](mailto:support-eproc@nic.in).

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**List of prospective Bidders for this limited eRFP**

- i. M/s KPMG Advisory Services Pvt Ltd**
- ii. M/s Deloitte Touche Tohmatsu India LLP**
- iii. M/s Ernst & Young LLP**
- iv. M/s Price Water House Coopers Pvt Ltd**
- v. M/s A T Kearney**
- vi. M/s Bureau of Research on Industry and Economic Fundamentals  
(BRIEF)**