



Organization name: India Ports Global Ltd

Tender no: IPGL/CONS-OM/2023/04 **Tender type:** Open tender **Date:** 09.11.2023

Scope of work: Appointment of Transaction Advisor for Selection of O&M Contractor for Shahid Beheshti-Chabahar Port.

Tender can be downloaded between 09.11.2023 to 23.11.2023 (up to 17:00 hrs). Completed tenders shall be submitted to IPGL office up to on or before 24.11.2023, up to 14:00 hrs, and technical bid will be opened at 14:30 hrs, on 24.11.2023.

Office address:

Managing Director
India Ports Global Ltd.
4th Floor, Nirman Bhavan,
M.P.Road, Mazgaon,
Mumbai, 400 010, INDIA

Contact Details:

Websites: <https://ipgl.co.in>; <https://sdclinidia.com> and www.ipa.nic.in
Phone: 022 66566253, +91 9029026180
E-mail: md.indiaportsglobal@gmail.com

TENDER NOTICE

(Tender No: IPGL/CONS-OM/2023/04)

Sealed tenders in two-bid system (Technical + Price Bids) are invited on behalf of India Ports Global Limited (IPGL), from reputed firms fulfilling the Minimum Eligibility Criteria (MEC). The scope of works, details of time schedule and EMD to be submitted by Tenderers for participation in this tender are given below:

i)	Scope of work	Appointment of Transaction Advisor for Selection of O&M Contractor for Shahid Beheshti-Chabahar Port.
ii)	Earnest Money Deposit (EMD)	Rs.5,00,000 (Indian Rupees Five Lakhs only) amount in the form of DD drawn in favour of IPGL payable at Mumbai. Alternatively, the EMD can also be submitted for the said amount in the form of Bank Guarantee, as per Annex-I of Tender Document from any Nationalised or Scheduled Bank having its branch at Mumbai.
iii)	Sale of Tender Document	On all working days (10:00 hrs. to 17:00 hrs) from 09.11.2023 during office hours at the office of the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010. Tender document will not be sent by post / courier.
iv)	Pre-bid meeting	Pre-bid meeting will be held on 14:30 hrs 20.11.2023 at Conference Hall of India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010
v)	Cost of Tender Document (set of two copies)	Tender fees of Rs.10,000+ 18% GST (i.e Rs 1800/-) Total 11,800 (Rupees Eleven Thousand Eight Hundred only) can be paid in the form of Demand Draft (non-refundable) drawn on any scheduled bank having its branch at Mumbai in favour of India Ports Global Limited. Tender Document to be collected by the party through an authorised person / Agent. The Tender document detailing the terms & conditions and the technical requirements can also be downloaded from the web sites: http://ipa.nic.in , http://www.sdcindia.com and https://www.ipgl.co.in/ from 09.11.2023 onwards till the date of submission of tender. The downloading of tender document shall be carried out strictly as provided on web site. In such case, the Cost of tender document can be deposited at the time of submission of the tender.
vi)	Due date for submission of Tender Document	On or before 24.11.2023 up to 14:00 hrs. at the office of the India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010.
vii)	Date of opening of Technical Bid	On 24.11.2023 at 14:30 hrs. at Conference Hall, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai-400010.

Managing Director,
For India Ports Global Limited,
4th Floor, Nirman Bhavan,
M.P. Road, Mazgaon,
Mumbai-400010, India
Email: -
md.indiaportsglobal@gmail.com

INDIA PORTS GLOBAL LIMITED

Terms of Reference; Tender no No - IPGL/CONS-OM/2023/04

Subject: Appointment of Transaction Advisor for Selection of O&M Contractor for Shahid-Beheshti-Chabahar Port

India Ports Global Ltd (IPGL) has been assigned by Ministry of Ports, Shipping and Waterways, Government of India with the task of making investments and operates the ports overseas. As our first endeavor, IPGL has signed an agreement with Ports & Maritime Organisation, Govt. of Islamic Republic of Iran for equipping and operating two terminals at Chabahar Port in Islamic Republic of Iran, on 23.05.2016.

Accordingly, IPGL invites Requests for Proposal (RFP) from interested consultants for Project management and advisory services for the implementation of the agreement.

The RFP document providing the Term of Reference (TOR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the web site www.ipgl.co.in, www.ipa.nic.in and www.sdcl.co.in

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website and send in their response to The Managing Director, India Ports Global Ltd, 4th Floor, Nirman Bhavan, Muzawar Pakhadi Road, Mazgaon, Mumbai 400010.

Introduction

India Ports Global Ltd (IPGL) was primarily formed to participate in SHAHID BEHESTHI PORT, CHABAHAR development project with the objective of providing an alternative and reliable access route to land locked Afghanistan and Central Asian Countries. With above objective in mind, a SPV comprising a consortium joint shareholding of Jawaharlal Nehru Port and Deendayal Port Trust was incorporated on 22nd January 2015.

Thereafter Company becomes wholly owned subsidiary of Sagarmala Development Company Limited become Shareholder of the Company. A Memorandum of Understanding (MoU) for development of SHAHID BEHESTHI PORT, CHABAHAR was signed on 06th May 2015 and the Contract was signed on 23rd May, 2016. To this further endeavor, India Ports Global now wants to appoint a consultant for timely implementation of project as per the terms of the agreement signed on 23rd May,2016 and revised version awaited soon.

Objective

The objective of this RFP is to engage an internationally reputed consultant to carry out the following:

1. RFP preparation and review of updated version of Main Contract.
2. Selection of O&M Contractor

The RFP 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
Part I	-	Objective & Scope of Services
Part II	-	TOR, Terms & Conditions
Section 3		
Technical Proposal	-	Standard Forms & Other Undertakings
Financial Proposal	-	Standard Forms

Section 1

(Instructions to Consultants)

1. Standard Definitions

- (a) “Employer” means IPGL which has invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any interested firms/companies/agencies who submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed as in the General Conditions (GC) as specified in Section 2, para 12 and the Annexures.
- (d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India.
- (g) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.
- (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (k) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means any person or entity who is well conversant with local system and conditions, 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.
- (n) “Agreement” means the contract signed between IPGL and ABI for equipping and operation of multipurpose and container terminals at first development phase of Shahid- Beheshti-Chabahar Port on 23rd May, 2016.

2. Introduction

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

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

The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Section 1. The Proposal will be the basis for signed Contract with the selected Consultant.

The Employer will provide the Consultants the inputs and facilities specified in the Section 2 without any cost and make available relevant agreements, reports available with him.

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

3. Eligibility of Association of Consultants and Sub-Consultants

It is necessary that Consultant should have good knowledge and experience of dealing with the local authorities and systems. Alternatively he should have a consortium partner or appoint a sub-consultant with similar qualification. Each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section 2. The combined score of each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such association of consultants 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.

Each member of the association of consultant shall be evaluated as per the qualification/eligibility criteria set forth in Part II of Section 2. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has submitted the

proposal and employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract, etc.

4. Clarification and Amendment of RFP Documents

Consultants may request clarification on any clause of the RFP documents up to 07 days 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 Part II of Section 1. The Employer will respond in writing or by standard electronic means (e mail) and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para below.

At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

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.

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 selected, 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, operation or maintenance of port equipment, electrical installations or any port related contracts.

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.

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

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

6. Unfair Advantage

If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict

of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Pre bid Conference:

IPGL shall hold a pre-bid meeting, in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues. The meeting shall be held if required at Conference Hall, 4th floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai- 400010. Tenderers are advised to formulate their views / queries in the form prescribed below in MS - WORD format and forward the same to The Managing Director, IPGL, on or before pre bid meeting on e-mail md.indiaportsglobal@gmail.com, mons.indiaportsglobal@gmail.com indicating their intention to attend the pre-bid meeting and their queries as mentioned above. The queries received from all the prospective Tenderers would be consolidated and IPGL's response to the same would be communicated to all the Tenderers in writing (through e-mail) well in advance to the last date of submission of tenders. The clarifications so issued would form part of the tender and remain binding on all the Tenderers which shall be accepted and submitted by all the Tenderers along with their offer, duly signed by the authorised signatory on each page.

The format for sending queries:

Sr. No.	Page & Clause No.	Tender Specification Requirements	Queries	Clarification From IPGL
---------	-------------------	-----------------------------------	---------	-------------------------

8. Proposal

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.

9. Preparation of Proposals

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

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

While preparing the Technical Proposal, if a Consultant considers that it may enhance its

expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a Consultant who has not been technically qualified as a part of the application process of this RFP.

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

(a) A brief description of the consultant's organization and of a consortium/joint venture of each partner will be provided in Form TP-2. In the same Form, each partner of the consortium/joint venture will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of confidentiality agreements with clients, a self-certification from the Managing Director of the consultant should be provided.

(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job; and on requirements for facilities including administrative support, 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.

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

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

Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal will be submitted only for 03 months of the assignment along with man-day rates for information. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Proposal Validity

The proposal shall be valid for 90 (Ninety) days from the date of opening of the proposal.

11. Taxes

The consultant shall pay all taxes, levy and duty which may be required to pay under any law for the time being in force in respect of country or in accordance with the execution of work.

Payment of Goods and Service Tax: GST at the applicable rates on the service components shall be paid by IPGL, hence should not be included in quoted price.

12. Currency

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

13. Earnest Money Deposit (EMD) and Performance Bank Guarantee

13.1 Earnest Money Deposit

An EMD of Rs. 5,00,000.00 (Rupee five lakhs only) , in the form of Demand Draft (DD) drawn in favour of India Ports Global Ltd, payable at Mumbai has to be submitted along with the proposal.

- i. Proposal not accompanied by EMD shall be rejected.

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

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

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the first ranked consultant withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).
- v. Non-furnishing of Performance Bank Guarantee within 15 days from date of award.

13.2 Performance Bank Guarantee

The successful bidder will have to submit Performance Bank Guarantee equivalent to **03%** of value of project awarded with validity period till completion of Assignment / Job i.e. for 3 months plus claim period of 3 months.

14. Submission, Receipt and Opening of Proposal

The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial such corrections. Submission of

letters for both Technical and Financial Proposals should respectively be in the format of TP- 1 of Section 3 & FP-1 of Section 3

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

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”. Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

The Proposal must be sent to the address/ addresses indicated in the Section 1 and received by the Employer no later than the time and the date indicated in the Section 1 or any extension to this date in accordance with section 4 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

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

The employer will constitute a selection Committee to carry out the evaluation process. 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.

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

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

16. Technical Discussions

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

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

17. Award of Contract: After technical discussions, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract (as per format given by IPGL) after fulfilling all the formalities/pre-conditions like submission of Performance Bank Guarantee, signing of integrity pact etc.

18. 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.

19. RFP Document

The RFP document providing the Term of Reference (TOR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available in the web site www.ipgl.co.in , www.ipa.nic.in, www.sdcl.co.in.

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website. In case, if RFP is downloaded from website, the requisite document fee of Rs. 10,000/- in form of Demand Draft, in favor of Indian Ports Global. Ltd. shall be submitted along with bid.

20. Submission of Proposal

Proposal, in its complete form in all respect as specified in the RFP document, must be

submitted to

Managing Director,
4th Floor, Nirman Bhavan
Muzawar Pakhadi Road
Mazgaon, Mumbai-400010
Tel. +91-22-66566253
Email:md.indiaportsglobal@gmail.com

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

Section 2

(Terms of Reference)

PART I : Objective & Scope of Services

1.1 Background

Chabahar Port is situated south-east of Iran at latitude 60° 36' 46"N and longitude 25° 18' 01"E in the Islamic Republic of Iran. India Ports Global Ltd (IPGL) is to equip and operate the two terminals - a Container Terminal with a quay length of 640 m and a multi- purpose terminal with a Quay length of 600m. IPGL has entered into an agreement with Port and Maritime Organization (PMO) for equipping and operations of the above two terminals. This agreement has been confirmed by the Governments of both countries – India and Islamic Republic of Iran. IPGL now wishes to hire Transaction Advisor for Selection of O&M Contractor for Shahid-Beheshti-Chabahar Port to ensure timely implementation of project.

1.2 Objective of Assignment

1. The consultant will have to help IPGL develop and update full business plan for both the terminals (container and multi-purpose) including identifying potential cargo movement, traffic projection and developing business development strategies, financial projections, identifying key enablers and key risks
2. The consultant will help in Infrastructure planning. This will include help in tendering process for timely vendor selection, delivery and installation. IPGL
3. The consultant will help IPGL develop a detailed plan and strategy for selection of O & M Contractor based in Iran including preparation of RFP and helping in bid evaluation and selection. This will include detailing the business model, target costing, risk sharing, any incentives required for making parties interested, helping in tendering. The business model should incentivize the partner to make investments in improving evacuation and also undertake business development / marketing to drive volumes. The consultant will have to design the strategy with the objective of meeting all prevailing laws and regulations of Islamic Republic of Iran. The consultant will also have to run the contracting process.

The selected consultants will have to coordinate closely with the teams of IPGL, the Ministry of Ports, Shipping & Waterways, concerned Iranian authorities like Port and

Maritime Organization, customs organization and to achieve above objectives. This will include defining detailed time lines, outlining deliverables, defining structure of SPV to be formed, developing MIS and reporting systems for, PMO and Ministry of Ports, Shipping & Waterways as applicable. The selected consultant will have to consider and outline all legal, technical/QA and administrative aspects (including management framework, office staffing, selecting project team, management etc.) regarding the selection of O&M contractor. Further the consultant shall help define the eligibility requirements for O&M Contractor and the modalities of selection.

The detailed scope of work for the assignment has been outlined below:

Scope 1. RFP preparation and incorporation clauses of main contract, review of full agreement.

- Finalization of Request for Proposal (RFP) document keeping the existing RFP draft prepared by IPGL. Appropriate modifications shall be made to the base RFP document.
- Estimation of likely management fee shall be done in coordination with IPGL to the O&M Agency. All Inputs required for this purpose including but not limited to capital cost, operating cost (equipment maintenance cost, insurance charges, electricity charges, manpower costs and other costs) shall be provided by IPGL. However, estimation of these costs shall be part of bidder scope of work in comparison of International and major ports of India.
- Commercial review of Management Agreement drafted by IPGL
- Technical inputs required for drafting of RFP, Management Agreement and other relevant schedules of the bid documents, including performance KPIs for Operation and Maintenance.

Scope 2. Bid process management

- Assisting Authority in establishing data room for sharing Project related information to the bidders. Cost of data room shall be borne by IPGL.
- Preparation of data pack regarding the project.
- Assist IPGL in pre-bid meeting and response for bidders.
- Assist IPGL in preparing responses to queries raised by potential bidders. All technical and legal inputs shall be provided by IPGL.
- Assist IPGL with evaluation of bids received.
- Assist IPGL with issuance of LOA to the selected O&M Contactor.

2. Key Deliverables and timeframes

The consultants shall submit the following deliverables

	Deliverable	Timeline from inception
03 months		
1	Scope 1	within 1Month from LOI
2.	Scope 2	3 Months from LOI

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

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

The consultant shall ensure timely completion of the milestones mentioned above. There will be a penalty @ 0.5% of the total value of work awarded for every week of delay in non- achieving the milestones of work order unless such delay is duly approved by IPGL. In case of non-submission of final report by the prescribed date the final payment of 10% along with performance bank guarantee shall be forfeited and the consultant shall be debarred from participating in future tenders of IPGL and its associates, Joint ventures and partners for a period of 5 years. In case of delay on part of the Consultant to perform of the Services due to circumstances beyond their control, IPGL shall consider same and reserves the right to extend the time on the basis of the circumstances during that period.

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. IPGL reserves the right to withdraw the RFP and change or vary any part thereof at any stage. IPGL also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. IPGL 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 IPGL or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and IPGL 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. IPGL 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 IPGL.
- vi. No oral conversations or agreements with any official, agent or employee of IPGL 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 IPGL shall be superseded by the definitive agreement that results from this RFP process. Oral communications by IPGL to bidders shall not be considered binding on IPGL, nor shall any written materials provided by any person other than IPGL.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPGL or any of their respective officials, agents, or employees

arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

2. Rights to the Contents of the Proposal

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

3. Acknowledgement of Understanding of Terms

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

4. Evaluation of Proposals

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

5. Language of Proposals

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

6. Eligibility Criteria

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid:

S.No	Criteria	Supporting documents to be submitted
PQ1	Size and Financial Solvency: Bidder (s) to be an organization with a combined minimum turnover of more than INR 100 Crore or equivalent on an average of last 3 years from consulting revenues.	CA certified statement showing revenues for preceding 3 financial years from current financial year FY 20-21, FY 21-22 & FY 22-23.
PQ2	International experience and ports network: The bidder should have worked with at least 2 large ports (at least 50 MMT per annum or 1 M TEU container traffic) internationally in the last 8 years on relevant assignments with work similar to the described scope as described in detailed scope of work section in “Terms of reference”.	Details of the work and confirmation by the authorized signatory of bidder

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

*Relevant Assignment is defined as business, operational, transaction assignments (in port sector) and financial consulting assignments excluding Preparation of DPRs, IT implementation, Forensic/ Internal Audit/ Risk Assessment and Transaction/M&A engagements. IPGL reserves the right to validate the credentials.

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

- i. Copy of Contract/work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment/proportionate value in use of projects/ assignment in process date and year of award. The Managing Director of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment has to be provided to ascertain relevance
- ii. Registration Certificate.
- iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- iv. Gross Annual Revenue (audited annual account) from consultancy during last three years.
- v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- vi. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- vii. Duly filled check list as given in **Annexure I** of the RFP.

8. Proposal Submission

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

The technical proposal (One Original hard copy and two soft copies in word format) and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”. Financial Proposal should indicate a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both the envelopes containing the Technical and Financial proposals shall be placed into an outer envelope and sealed along with EMD. This outer envelope shall bear the title of the assignment “Appointment of Transaction Advisor for selection of O&M Contractor for Shahid Beheshti Chabahar Port”.

I. Technical Proposal Content

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

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms & Other Undertakings**.

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

II. Financial Proposal Content

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

9. Evaluation of Proposal

Each Proposal, which pre-qualifies in, shall be evaluated according to the following criteria and granted a score. If the score is less than 65 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. The bidder shall be disqualified and financial bid of those disqualified bidders shall not be opened.

#	Criteria	S.No	Sub-Criteria	Marks
A	Firm Size	A1	Annual turnover in FY 22-23 from consultancy business in India <ul style="list-style-type: none"> <input type="checkbox"/> Rs. 100 – 250 Cr (3 Marks) <input type="checkbox"/> Rs. 250 – 400 Cr (6 Marks) <input checked="" type="checkbox"/> Rs. >400 Cr (10 Marks) 	10
				10

B	Relevant project experience	B1	<p>Number of International projects related to business plan development, pricing, operations bench marking, and investment strategy in Port with project equivalent value of at least \$1 M (Rs. Crore) in last 8 years. Projects need to be self-certified by the authorized representative.</p> <ul style="list-style-type: none"> • 2-5 Project (5 Marks) <input type="checkbox"/> 6 -9 (10 Marks) <input type="checkbox"/> > 10 (20 Marks) 	20
#	Criteria	S.No	Sub-Criteria	Marks
		B2	<p>Number of projects with Indian Ministry or Public sector companies/enterprises/undertakings, on topics of Strategic roadmap and Business plan development, Profitability improvement, Operations, Organization and Processes Strengthening and Large Project Management. Assignments should be of a minimum equivalent value of USD 1Mn (Rs 6.5 Crs). Projects need to be self-certified by the authorized representative.</p> <ul style="list-style-type: none"> • 5 - 10 projects (3 Marks) • 11 – 15 projects (6 Marks) • > 15 projects (10 Marks) 	10
		B3	<p>Number of implementation / transformation /program management projects in India or Iran, with equivalent value of at least Rs. 6.5 Crore/ USD 1 Mn, in last 8 years. Projects need to be self-certified by the authorized representative.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1-5 (3 Marks) <input type="checkbox"/> 5-10 (6 Marks) <input type="checkbox"/> >10 (10 Marks) 	10
				40
C	Quality of approach methodology	C1	<p>Quality and relevance of Approach and Methodology proposed in the technical proposal evaluated on:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Appreciation of program objectives and key engagement challenges <input type="checkbox"/> Tools & Methodology proposed. <p>Involves presentation to the evaluation committee</p>	25

				25
D	Qualification & competence of the key staff for the assignment	D1	The details of the minimum requirement of core team and the evaluation criterion are given in Table 1 below	25
				25

D. Qualification & competence of the key staff for the assignment

S.	Position	Number	Educational Background and Experience	Points
1	International Ports Expert	1 No.	<ul style="list-style-type: none"> • Should have a Master's Degree in Engineering / Business Administration/Port Management from a reputed and recognized University or Institution • Minimum 10 years of progressive professional experience with roles in working on projects related to Ports sector in multiple countries • Should be a partner himself or employee of the firm for at least 3 years 	7
2	Technology expert	1	<ul style="list-style-type: none"> • Should have an Engineering degree from a reputed and recognized University or Institution • Master's degree in Management from a reputed and recognized University or Institution will be preferable • Minimum 7 years of progressive professional experience with experience of IT projects • Should be a partner himself or employee of the firm for at least 3 years 	6
3	Project Director	1	<ul style="list-style-type: none"> • Should have Master's Degree in Engineering / Business Administration/Port Management/Transportation Planning from a reputed and recognized University or Institution. • Minimum 15 years of progressive professional experience with senior roles across core elements of Project Planning / Project Supervision / Program Management • Should have experience of managing at least two long term programs / projects (project duration of 6 months or more) in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management • Should have experience in working on/ managing projects (either in India / outside India) related to Ports / Equipment procurement/ Shipping other Transport Infrastructure sector • Should be a partner himself or employee of the firm for at least 3 years 	6

D. Qualification & competence of the key staff for the assignment

S.	Position	Number	Educational Background and Experience	Points
4	Team leader (full time)	1	<ul style="list-style-type: none"> • Should have Master's Degree in Engineering / Business Administration/Port Management/Transportation Planning from a reputed and recognized University or Institution. • Minimum 12 years of progressive professional experience with senior roles across core elements of Project Planning / Project Supervision / Program Management • Should have experience of managing at least four long term program / project (project duration of 6 months or more) in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management. • Should have experience in working on/ managing projects (either in India /outside India) related to Ports / Highways / Shipping / Inland other transport infrastructure sector • Should have experience managing projects with at least two Government Agencies / PSUs in India • Should be a partner himself or employee of the firm for at least 3 years 	6

The Managing Director / CEO of the consulting firm shall self-certify if the firm has non-disclosure agreement with its clients.

Marking methodology to include normalization of technical and commercial scores:

Technical Score: (X)

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

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

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

Only those Bidders who have secured Technical Score of 65 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 65 for Technical Score shall be rejected.

Financial Score: (Y)

The bidders shall submit their quote as per the format provided. The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to India Ports Global Private Limited for a period of 3 months. Any monetary figure in decimal shall be rounded off to the nearest INR.

In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

The financial scores of other bidders for the project shall be computed as follows:

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

The marks secured as above shall be the Financial Score of the bidder for the project (Y).

Composite Score of the Bidders

Composite score of the Bidders for the bid shall be worked out as under:

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

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

10. Support/Inputs to be provided by IPGL

IPGL will provide the consultant, the copy of the MoU and of the agreement and any other document which is relevant for the consultant to undertake this project. The consultant will keep all documents confidential and use them for the purpose of this project.

11. Payment Terms

The payment installments for year 1 will be released as per the following schedule:

S No.	Deliverables	Fees
1	Scope 1	30%
2	Scope 2	70%

IPGL reserves the right to extend the assignment at the end of contract period and will communicate the same 1 weeks before completion of the project. The cost for period of extension beyond three (if applicable) will be discussed mutually at that time as per the man days rates provided in FP-2 depending upon the requirement of the key staff at that time.

12. General Terms and Conditions

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

- (viii) Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
- a. Made untrue or false representation in the form, statements required in the application document.
 - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

(ix) Limitation of Liability for the contract.

For Employer

IPGL will not have any liability to any Consultancy Company/ Consultancy firm or any other person in any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter, deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IPGL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IPGL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.

For Consultant:

The Consultant's aggregate liability to the Employer, arising out of the performance or non-performance of the Services, whether under the law of contract (including under any indemnity), tort (including negligence), statute or otherwise shall be limited to the extent permissible by law to the fees payable to the Consultant under this Contract.

(x) Consequential Losses

Except in gross negligence or wilful misconduct on the part of the consultants or on the part of any person or Consultant/Consulting firms acting on behalf of the consultants in carrying out the services, the consultants, with respect to damage caused by the consultants to client's property shall not be liable to client:

1. For any indirect or consequential loss or damage; and
2. For any direct loss or damage equal to the total payments for professional fees and

reimbursable expenditure made or expected to be made to the consultants hereunder.

3. This limitation of liability shall not affect the consultants' liability, if any, for damage to third parties caused by the consultants or any person or Consultant acting on behalf of the consultants in carrying out the services.

(xi) **Standard of care for the contract.**

The Consultant shall perform the Services in accordance with due skill care and diligence in accordance with the standard of care normally exercised by professionals providing similar services in similar circumstances, and where requirements in this Contract impose an obligation to ensure a result or outcome, or impose a standard or requirement in respect of the Services the Consultant must, in providing such Services, exercise the aforementioned standard of care, and having done so shall be regarded as having complied with the applicable obligation, standard or requirement in relation to the Services.

(xi) **Intellectual Property Rights**

The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that Consultant already owns or licenses ("Consultant Materials"). However, any intellectual property developed during the course, / as a result of, the services rendered in relation to the consultancy, shall be and remain property of IPGL and IPGL shall be free to share the same with other Govt. agencies, Ministry and other parties in normal course of business as required .

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

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

opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

(xiii) Fraud and corrupt practices

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

influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant or 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. 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 and Advisory Services] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD.

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

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

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

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A- Consultant's Organization

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

B- Consultant's Experience

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

A) Organizational Experience

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

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

(Seal & Signature of Bidder)

Note: Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The MD of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients.

**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, data etc.]

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

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

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

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position :

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

2. Name of Firm :

[Insert name of firm proposing the Staff]:

3. Name of Staff :

[Insert full name]:

4. Date of birth :

5. Nationality :

6. Education :

[Indicate college/university and the 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]:

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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

[Full name of authorized representative]

Date:

Place:

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

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

If no, please certify,

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

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

Section 3

(Financial Proposal-Standard Forms)

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal for man day rates for extension of contract

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1] for f the project (03 months) along with the man day rate for all four categories of experts as detailed FP-2 for information. This amount is exclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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

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

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

Financial Proposal for Man day Rates for extension of contract

Sl. No.	Position	Number	Man day Rate in INR
1	International Ports Expert	1	
2	Technology Expert	1	
3	Project Director	1	
4	Team Leader	1	

Authorized Signature [in full and initials]: Name:

Designation:

Name of firm:

Address:

Annexure- I

Check list of Documents

The bids shall be accompanied with the followings:

- | | |
|--|-------------------------------------|
| 1) DD/ Pay order towards EMD(Rs 50,000/-), Document fee(Rs 10,000/-) | <input type="text" value="Yes/No"/> |
| 2) Firm registration certificate. | <input type="text" value="Yes/No"/> |
| 3) Copy of Work Orders/ Self-certification | <input type="text" value="Yes/No"/> |
| 4) Copy of completion certificates along with value/Self-certification | <input type="text" value="Yes/No"/> |
| 5) Resume of Team Leader & Team members with supporting documents | <input type="text" value="Yes/No"/> |
| 6) Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority | <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) Duly filled format (as given in Technical bid with Self Evaluation sheet along with softcopy in word format & Financial bid) | <input type="text" value="Yes/No"/> |