

**Expression of Interest
(EOI)
For
Empanelment of Agencies / Knowledge Partners
for organizing workshops on Coastal Community
Development for the Sagarmala Programme**



Indian Ports Association
1st Floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodi Road
New Delhi 110003
Ph. No. 011-24369061/63; Fax No. 011-24365866
Email: ipa@nic.in
(May 2017)

Contents

Disclaimer	1
Section 1: Letter of Invitation	2
Section 2: Background and introduction	3
Section 3: Instructions to bidders	5
Section 4: Terms of reference	6
Section 5: Preparation of proposal and eligibility criteria	7
Section 6: Eligibility criteria	11
Section 7: Ownership of Document and Copyright	12
Annexures	13

Disclaimer

1. This EOI document is neither an agreement nor an offer by the Indian Ports Association (IPA) to the prospective Applicants or any other person. The purpose of this EOI is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this EOI.
2. IPA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI document and it is not possible for IPA to consider particular needs of each party who reads or uses this EOI document. This EOI includes statements which reflect various assumptions and assessments arrived at by IPA in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this EOI document and obtains independent advice from appropriate sources.
3. IPA will not have any liability to any prospective applicant or any other person under 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 EOI document, any matter deemed to form part of this EOI document, the award of the Assignment, the information and any other information supplied by or on behalf of IPA or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IPA 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 EOI.
4. IPA will not be responsible for any delay in receiving the proposals. The issue of this EOI does not imply that IPA is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the assignment and IPA reserves the right to accept / reject any or all of proposals submitted in response to this EOI document at any stage without assigning any reasons whatsoever. IPA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IPA reserves the right to change / modify / amend any or all provisions of this EOI document. Such revisions to the EOI / amended EOI will be made available on the website of IPA.

Section 1: Invitation Letter

Indian Ports Association

IPA/GAD/Coastal_Community/2017

Dated: 15 /05 / 2017

Notice for Empanelment of Agencies / Knowledge Partners for organizing workshops on Coastal Community Development for the Sagarmala Programme

Indian Ports Association (IPA) on behalf of Ministry of Shipping (MoS), Government of India invites Expression of Interest (EOI) from interested applicants to act as empanelled knowledge partners for organizing workshops for coastal community development under the Sagarmala Programme.

The EOI document providing the Terms of Reference (ToR) is available on the website of Indian Ports Association at the following link. <http://ipa.nic.in/>

The schedule for the EOI process is as follows:

1. Availability of EOI document on the website	15 May 2017 onwards
2. Receipt of inquiries / clarification requests	21 May 2017
3. Receipt of EOI from interested parties	6 June 2017 by 03:00 PM
4. Pre-Bid Meeting	22 May 2017 at 03:00 PM
5. Address of Submission of EOI	Chief Administrative Officer, Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003.
6. Opening of received EOI submissions	6 June 2017 at 04:00 PM
7. Location of opening of EOI Submissions	Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003.

Reputed and interested consulting firms/ companies/ partnerships/ limited liability partnerships / trusts/ non-government organizations/ not-for-profit organizations/ Government Companies / public corporations / autonomous bodies may download the EOI from the above website and send in their response according to the schedule mentioned above.

Section 2: Background and introduction

Background

The Sagarmala Programme was launched with the approval of the Union Cabinet on 25th March 2015, with a view to achieve the broad objective of promoting port-led development in India. The objectives of the programme are **port modernization and new port development, port connectivity enhancement, port-led industrialization and coastal community development**. As part of the Sagarmala vision, the objective of coastal community development aspires to bring about inclusive port-led development that benefits the coastal communities of India.

Introduction

The broad objectives for coastal community development under the Sagarmala Programme are:

1. To improve the socio-economic conditions of coastal communities in a sustainable manner by providing grant-based funding to coastal community development projects considered under Sagarmala
2. To help build stronger and more diverse local economies to support the implementation of activities proposed by the scheme in coastal communities by working successfully with state governments
3. To increase livelihood and employment generation by creating sustainable business opportunities, imparting training for skill development, in the Shipping, Port & Marine Sector.
4. To develop fishing and other basic infrastructure aimed at improving and raising the social and living standards of the coastal communities.
5. To support and promote deep-sea fishing activities.

Under the Sagarmala Programme, the Ministry of Shipping has also introduced a Coastal Berth Funding Scheme which will complement the efforts of the Coastal Community Development Scheme by facilitating creation of berths / jetties for coastal cargo and passengers in coastal areas.

The EoI aims to invite and empanel agencies across the states which can support and help sustain the development objectives for coastal communities under the Sagarmala Programme.

Section 3: Instructions to bidders

3.1 Applicants who fulfill the eligibility criteria as mentioned in Section 6A and Section 6B of the EOI document will be considered for empanelled;

3.2 Award of work will be based on a separate bidding and evaluation process of the empanelled agencies for the coastal community development projects;

3.3 IPA will communicate through a written intimation to the empanelled agencies along with project specific details, location, project objective and detailed scope of services;

3.4 IPA shall invite separate technical and financial proposals from the empaneled agencies for each project / project cluster;

3.5 Clarification and amendment of EOI document

3.5.1. Applicants may seek clarification on this EOI document, within 7 working days of the date of issue of this EOI document. Any request for clarification must be sent by standard electronic means (Word file) / fax to the Client's office on the email address ipa@nic.in addressed to:

Managing Director,
Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhishmah Pitamah Marg,
Lodi Road, New Delhi – 110 003
Phone No.: 011 24369061/63; Fax No.: 011 24365866

3.5.2. At any time before the submission of EOI, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the EOI documents by an amendment. All amendments / corrigenda will be posted only on the Client's Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the submission due date for EOI.

Submission of proposals

3.6 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the applicant itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.

3.7 The envelope containing the proposal should have the following inscription on it, using clear large and legible font. **"DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."**

3.8 No Proposal shall be accepted after the closing time of Proposals.

3.9 After the deadline for submission of proposals the Proposal shall be opened by the Evaluation Committee to evaluate the Applicants.

3.10 After the Proposal submission until the contract is awarded, if any applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the applicant to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the applicant's proposal.

Section 4: Terms of Reference

Agency / Knowledge Partner shall undertake the following:

Scope of work

1. To provide intellectual support for conducting these workshops.
2. Organize the event in close association with Ministry of Shipping and Sagarmala Development Company Limited and other relevant stakeholders.
3. Prepare a calendar of events and finalize a suitable date time and venue for the workshop in the respective metros/cities.
4. Ensure participation from 200-250 relevant participants with a mix of government, and industry representatives.
5. The agency will coordinate with Ministry of Shipping and Sagarmala Development Company Limited and finalize all activities (e.g. Venue booking, local logistics, kit to participants: Brochure, hand outs, notepad, pen, ID card, Memento to speakers etc.
6. Managing invitation at the state level with follow-ups, Design of all collaterals must be approved by Ministry of Shipping.
7. To create background document and other literature related to theme of the workshop, design backdrop, standee, and banner in consultation with Ministry of Shipping and Sagarmala Development Company Limited and other relevant stakeholders.
8. Liaison with state media and promote the activity through social and digital media for wider coverage of the event.
9. Facilitate 'Outdoor Media Campaigns' to widen the reach of the programme initiatives and create awareness among the coastal communities.
10. The agency will be required to design and print backdrop, standee, stage arrangement, audio visual system etc.
11. To prepare event report in a timely manner which comprises of records of the meeting, photographs, event report for each of the workshops within 10 days after the completion of event.
12. Prepare 2 case studies for each event in desired format. To publish compendium of all case-studies.

All the above works should be carried out in view of the specific and unique needs of the coastal community in India and the challenges faced by the communities and local bodies in achieving the overall development as well as for evaluating opportunities for developing coastal communities in India.

Deliverables/Expected Outcome of the Event Agency /Knowledge Partner:

- 1 To organize approximately 5 workshops and submit 10 case studies
- 2 Prepare a Compendium of all Case Studies in a print ready format in a CD.
- 3 Submit report of each event with all details (Agenda, presentations by invited speakers, copy of each document distributed in the meeting, photographs of the event, cuttings of newspaper etc.

Section 5: Preparation of proposal

5.1. Applicants are requested to submit their proposal in English Language and strictly in the formats provided in this EOI document. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects. Any supporting documents submitted by the Applicant with its proposal or subsequently, in response to any query / clarification from Client shall be in English and in case any of these documents is in another language, then it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the proposal, the translation in English shall prevail.

5.2. While preparing their Proposal, applicants are expected to thoroughly examine the EOI Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

5.3. While preparing the Proposal, Applicants must give particular attention to the following:

i. Client certifications for the projects listed under the experience section. Copy of the 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 / Authorised Personnel of the applicant shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.

ii. The Applicant may form a Joint Venture / Consortium with his Associate in case it wants to submit the proposal using the experience / strength of his Associate.

iii. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company / entity, requisite Key Personnel from that foreign company / entity shall be fielded.

iv. The personnel proposed should possess good working knowledge of English Language.

v. No Key Personnel involved should have attained the age of 65 (sixty five) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.

5.4. Failure to comply with the requirements spelled out above may lead to rejection of proposal during the evaluation.

5.5. Proposals shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorized Representative (the "Authorized Representative").

5.6. Applicants should note that no supplementary material will be entertained by the Client after the submission date and time, and that evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in the EOI document. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

5.9. A firm can bid for a project either as a sole member or in the form of joint venture with other firms. In the case of a joint venture, educational background and experience of personnel who are employees of the sub-consultant in a consortium will be considered against Team Evaluation criteria. Lead partner will be made the sole liable for the same.

5.10. The proposal should provide the following information using the attached Standard Forms:

i. Applicant's experience for recent assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

ii. The comments and suggestions provided by the Applicant on the EOI / Contract / TOR are not binding

vi. On-going assignments can be submitted with detail of progress supported by suitable documents (E.g. copy of invoice or payment received till date or through certificate from the respective client).

viii. Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification.

The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Client prior to POD as given in the Data Sheet. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of this EOI, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

5.12. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the POD, unless the same has been expressly sought for by Client, shall be disregarded.

Section 6A: Eligibility criteria for firm

S. No.	Eligibility criteria	Document to be provided by bidder
6A.1	<p>The bidder should be a company registered under the Companies Act, 2013, or</p> <p>A partnership firm registered under Indian Partnership Act, 1932, or</p> <p>A Trust registered under the Indian Trusts Act, 1882, or</p> <p>A Non-Government Organisation (NGO) registered under the Societies Registration Act, 1860, or</p> <p>A Not-for-Profit Organisation registered under the Societies Registration Act, 1860, or</p> <p>A Limited Liability Partnership registered under the Limited Liability Partnership, 2008, or</p> <p>A Government Company registered under the Companies Act, 2013, or</p> <p>A Public Corporation created by an Act of Parliament, or</p> <p>An Autonomous Body registered under the Societies Registration Act, 1860</p> <p>and should have been operating in India for the last 3 years as on 30 April 2017.</p>	Certificate of Incorporation / Registration
6A.2	<p>The applicant can be empanelled under the following three bands based on its gross average annual turnover:</p> <p>Band A: Gross average annual turnover of at least Rs. 5 crores for last three financial years.</p> <p>Band B: Gross average annual turnover of at least Rs. 2 crores for last three financial years.</p> <p>Band C: Gross average annual turnover more than Rs 50 lakh and less than Rs. 2 crores for last three financial years.</p>	CA certified statement showing revenues for 3 financial years FY 13-14, FY 14-15 and FY 15-16.

Section 6B: Firm credentials and work experience

The bidding firm must satisfy the following requirements in order to qualify for evaluation.

S. No.	Qualification criteria	Qualification requirement
6B.1	The agency/company should have served as Knowledge Partner for organizing workshops at National & State level in India for last 5 years	Minimum 5 workshops organized in last 5 years
6B.2	The firm should have worked on-ground with the local communities or NGOs or Government agencies in similar areas. Work in community development in coastal areas in India would be preferred	Minimum 3 years of relevant work

Section 7: Other information

- a. The agencies may be required to interact with other line Ministries /Departments of Central/State government as and when required.
- b. The agencies may be required to work with or work for other line Ministries/ Departments of Central/State Government as and when required.
- c. The client servicing team of the agency must be available to Ministry of Shipping & Sagarmala Development Company Limited, New Delhi as and when required by Ministry of Shipping & Sagarmala Development Company Limited.
- d. All empanelled agencies may be required to participate in all financial bids as and when advertised with respect to this project.
- e. IPA shall empanel the agencies for a duration of one year.
- f. Services of empanelled agencies can be used for other projects and assignment by Ministry of Shipping & Sagarmala Development Company Limited.
- g. Ministry of Shipping & Sagarmala Development Company Limited also reserves the right to employ any agency outside of the list of empanelled agencies.

Annexures

Form 1: Cover Letter for EOI Submission

[Location, Date]

To,

Managing Director,

Indian Ports Association,

1st Floor, South Tower, NBCC Place,

Bhishmah Pitamah Marg, Lodi Road, New Delhi – 110003

Phone: 011 24369061/63; Fax No.: 011 24365866

EOI dated [insert date and month], 2017, Empanelment of Agencies / Knowledge Partners for organizing workshops on Coastal Community Development for the Sagarmala Programme.

Dear Sir,

With reference to your EOI document dated, we, having examined all relevant documents and understood their contents, hereby submit our Pre- Qualification Proposal for selection of Empanelled Partners for Coastal Community Development Scheme under the Sagarmala Programme. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant / JV / Consortium] [with] [insert a list with full name and address of each JV / Consortium / Consultant].

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

If negotiations are held during the period of validity of the Proposal, i.e., before [date], we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the EOI.

Further:

1. We acknowledge that IPA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the organization, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. We shall make available to IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. We acknowledge the right of IPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, 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.
5. We declare that:

(a) We have examined and have no reservations to the EOI, including any Addendum issued by the Client;

(b) We do not have any conflict of interest in accordance with the terms of EOI

(c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

(d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.

7. We declare that we are not a member of any other Consortium / JV applying for selection as a Consultant.

8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this EOI.

10. We further certify that no investigation by a regulatory authority is pending either against us or against or against our CEO or any of our Directors / Partners / Managers.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

13. We agree to keep this offer valid for one hundred eighty (180) days from the POD specified in the EOI.

14. We have studied the EOI and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award.

15. We agree and undertake to abide by all the terms and conditions of the EOI Document.

We remain

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)