

Request for Qualification

(RFQ)

FOR

EMPANELMENT OF CONSULTANTS  
FOR NAVIGATIONAL AUDIT



**Indian Ports Association**

1st Floor, South Tower, NBCC Place

B. P Marg, Lodi Road

New Delhi - 110 003

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

INR 2,000/-

(November 2017)

**LETTER FOR ISSUE OF RFQ FOR THE**  
**“Empanelment of Consultants for Navigational Audit”**

The set of RFQ document is issued to:

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

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

\_\_\_\_\_

\_\_\_\_\_

The cost of the RFQ document is **INR 2,000/- (Indian Rupees Two Thousand only)**

**IPA**

Signature of the Officer  
Issuing the RFQ Document : \_\_\_\_\_

# Indian Ports Association

IPA/GAD/CoE/RFQs/Navigational Audit/2017

10/11/2017

## Notice for Empanelment of Consultants for Navigational Audit

Indian Ports Association, as part of establishment of Centre of Excellence in different functional areas intends to prepare panel of Consultants for different types of consultancy services for use by the Major Ports as and when required. Accordingly, Indian Ports Association invites 'Requests for Qualification' (RFQ) for empanelment of Consultants in the functional area of:

### **Navigational Audit**

The panel will be valid for a period of 3 years.

The panel may be used by Major Ports for inviting bids as and when required for their projects/works. The detailed terms and conditions including evaluation criteria and application fee are available in the web site [www.ipa.nic.in](http://www.ipa.nic.in).

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

<b>Event/ Description</b>	<b>Time/Date</b>
1. Last date/time for receiving queries/clarifications	1100 hrs. on 21.11.2017
2. Pre-Bid Conference	1430 hrs. on 21.11.2017
3. Bid Submission Date	1300 hrs. on 05.12.2017
4. Bid Opening date	1400 hrs. on 05.12.2017
5. Validity of Bid	180 days from the date of opening of bid.

Reputed and interested consulting firms may download the RFQ from the above website and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003.

In case, if RFQ is downloaded from website, the requisite document fee of Rs. 2,000/- in form of Demand Draft, in favor of Indian Ports Association shall be submitted along with bid.

Softcopy of the complete proposal either in CDs or Pen drive in PDF & Word format shall be submitted along with the Technical Proposal.

# Indian Ports Association

## **Empanelment of Consultants for Navigational Audit**

### **1. INTRODUCTION**

India's ports comprise of 12 major ports and around 200 non-major ports along the coast and islands. The Major Ports except one i.e. Kamarajar Port (Ennore) are managed by the respective Port Trust Boards and the Kamarajar Port is in the form of Public Limited Company. All the Major Ports are administered by the Central Government under Ministry of Shipping. The total volume of traffic handled by all the Indian Ports during 2014-15 was 1052.00 million tonnes and the major ports account for around 55% of total sea-borne trade.

The Government of India has formulated "National Maritime Agenda 2010-20" in which, a number of development projects has also been identified under five projects heads viz. deepening of channels, construction and re-construction of berths, procurement / modernization of equipments, hinterland connectivity and various other developmental works to be taken up, in order to meet the projected traffic and estimated capacity. The expected investment for the Major Ports from 2010-2020 is 127942.35 crores.

The detail of the expected investment under the National Maritime agenda is as under:

<b>Sl. No</b>	<b>PROJECT HEAD</b>	<b>No. of Projects</b>	<b>Project Cost (Rs. In Crore)</b>
1.	Port Development	36	70,178.19
2.	Port Modernization	32	9,982.80
3.	Port Led Development	33	1,50,657.80
4	Shipbuilding, Ship Repair and Ship Breaking	13	9,560.24
5.	Maritime Education, Training and Skill Development	4	1,191.50
6.	Inland Water Transportation and Coastal Shipping	27	7,414.14
7.	Investment Opportunities in Maritime States	46	37,754.00
8.	Cruise Shipping and Light House Tourism	9	3,202.48
9.	Hinterland Connectivity and Multimodal Logistics	36	1,13,376.00
10.	Green Port Initiatives	4	419.00
	<b>TOTAL</b>	<b>240</b>	<b>4,03,736.20</b>

Around 240 projects in the maritime sector for investment have been short listed. To execute these projects, Ports would require the services of the consultants to assist the Ports in various activities like preparation of Feasibility / Project reports, tariff proposals, appointment of transaction advisors & independent engineers, preparation of EMP reports, and project monitoring etc. To this endeavour, Indian Ports Association on the direction of Ministry of Shipping has been mandated to prepare a panel of consultants for the various types of consultancy services, which may help the Port Trust in speedy selection/ appointment of consultants as and when required.

The panel of consultants will be prepared through assessment of technical and financial capacity for various disciplines of consultancy services that may be required by the Ports with reference to the estimated cost of the projects. The panel so prepared will be valid for three years from the date of engagement. However, the application for addition to the empanelled list, will be done based on fresh RFQs published in leading newspapers / website of IPA for once in every six month. In case of deletion from list the same, would be owing to unsatisfactory performance as per contract with individual empanelled Consultants.

## **2. Objective**

The objective of this RFQ is to prepare a panel of consultants for use by the major ports for the consultancy services in various identified categories. The individual Major Port seeking consultancy on their port activity shall then invite offers from the panel of Consultants so prepared for the respective categories and at that time shall also prescribe RFP, with due incorporation of various applicable clauses.

## **3. Broad Role of Consultants**

Technical consultants are normally required for auditing, suggesting improvements, preparing Techno-economic Feasibility Reports, setting performance targets and determining investment needs. They are expected to be well conversant with the physical aspects of the Port infrastructure under consideration. However, while inviting the RFP, concerned Port will spell out the detailed scope of work of consultant.

## **4. Entering into Agreement**

- 4.1 After selection of the consultants, the concerned Major Port Trust will enter into agreement in the form prescribed by them. The format of agreement will be enclosed by the Port Trust while seeking Price bids from empanelled Consultants.
- 4.2 The invitation of the applications for enrolment as Consultant for the category mentioned above, will have a stage of pre-bid conference before submission of final application for evaluation. The Pre-Bid conference will be held on 21.11.2017 at 2.30 pm (14.30 hrs) at IPA, New Delhi.
- 4.3 All the queries must be submitted up to one day before the pre-bid meeting. No fresh queries will be entertained thereafter and shall not be responded, if received after the last date. The clarifications will be issued as early as possible so as to give at least 10 days time for submitting the bid.

## **5. Category of Empanelment:**

### **Navigational Audit**

#### **6. Brief scope in Navigational Audit**

The work, in general includes, providing consultancy services to client organizations, under each of the above identified categories, for establishing Management Systems conforming to the following International Standards, leading to third party certifications:

The services, shall also include:

- i. Study of the processes, procedures and practices of the Navigation systems within the Port;
- ii. Assistance in defining the Policies, objectives and scope of the navigation system;
- iii. Assistance in setting objectives, targets and a framework of review and corrective actions in the navigation management systems;
- iv. Assistance in identifying port related navigational risks and suitable control measures;
- v. Assistance in developing the required navigation related documentation;
- vi. Conducting training on navigation related matters;
- vii. Assistance and advice during implementation;
- viii. Any other related works.

The specific categories-wise requirement of works at ports are as under:

**Navigational Audit:** This would include audit/study in the field of Berthing & Fendering systems, Navigational Equipment's, Pilotage & Towage, Mooring, Manoeuvring, Berth Strength & Design, risk & safety margins of existing system. This would also include verification for the proper execution of the navigational procedures at site, checking general navigational competence of the persons manning the vessel and to conduct these audits in real time by visiting the vessel and sailing with the vessel.

## **7 QUALIFICATION CRITERIA FOR EMPANELMENT OF CONSULTANT.**

### **Stage-I (PQ)**

The Bidders shall meet the following qualifying criteria:

7.1 Average annual turnover during the last 3 financial years ending with 31st March (2014-15, 2015-16 and 2016-17) should be at least rupees one crore duly certified by Statutory Auditors

7.2 Experience of having successfully completed works, in the similar category, during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of following: -

a) Three completed similar works in Navigational audit each with fees not less than Rs 20 lakhs.

OR

b) Two completed similar works in Navigational audit each with fees not less than Rs 30 lakhs..

OR

c) One completed similar work for in Navigational Audit with fees not less than Rs 50 lakhs.

**Note: The applications, only of those bidders who qualify as per qualification criteria laid down under stage-I, will be evaluated further as per the qualification criteria laid down under stage –II.**

## Stage II

### **8.0 Evaluation criteria: (Short Listing/Scoring criteria for empanelment of Consultants):**

8.1.1	For Navigational Audit	For turn over > Rs 1 cr < 2 Cr in 2016-17 – 5 points For turn over ≥ Rs 2 cr < 5 Cr in 2016-17 – 7 points For turn over ≥ Rs 5 Cr in 2016-17 – 10 points	MAX. POINTS : 10
8.2.1	For Navigational Audit	The applicant should provide details of completed assignments in the last 07 years to demonstrate experience in providing the Consultancy service, in the relevant category.  For each assignment, the applicant shall provide completion certificate from the client, detailing therein the <b>description for nature (specific to the category applied) of consultancy provided, the client’s confirmation for the satisfactory completion of work, cost of project, total fees paid against the assignment, date of start &amp; completion of work.</b> The client’s certificates, which are without any of these details, shall not be considered for evaluation.	Demonstration of appropriate experience in the relevant category up to 70 points as per  Criteria given in Appendix I
The applicant should submit client’s completion certificate for each assignment to support their claim along with firm’s experience and team experience separately not more than 2 pages for specific assignments by the authorized person of the firm.			
8.3	Human Resources	The applicant should not have less than the following Full Time equivalent (FTE) or empanelled professionals in the field of relevant category.	
8.3.1	Full Time Equivalent (FTE) Professional	Minimum 5 FTE OR 2 FTE and 3 external experts having the qualification and experience as detailed below:** - 10 Points.	Max. up to 20 Points as per Criteria given In Appendix-I

#### \*\* i. Qualification (Essential):

- a. Master Mariners with Foreign Going Certificate of competency / Chief Engineer with FG certificate of competency / Degree in Nautical Science.
  - b. Successful completion of Management System(s), Safety Systems as applicable.
- At least TWO Master Mariners with experience in Port Pilotage activities shall be available.

#### ii. Experience:

- a. Overall experience of 7 years after obtaining the relevant certificates of competency out of



which minimum 5 years in Port related activities including Pilotage.

Must have Completed at least 3 Navigation Audits in any Port.

The bidder applicant shall furnish the CVs of the proposed FTE professionals along with supporting documents e.g. letter issued by the HR department of the company, etc in support of their being on full time engagement with the company and provide an organization structure of the company, indicating there in the level of FTE professional proposed. FTE's experience, which is relevant for the category proposed, shall be considered for evaluation. For empanelled experts, there should be a written agreement/ MOU between the organization and the empanelled external expert for periods longer than one year.

The bidder should also submit an "undertaking" that the FTE professionals would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced key personnel will be inducted to carry out the assignment in case of award. If more than 25 % of Key personal are found to be replaced at the time of submission of bids to the individual ports, then the concerned bidder shall not be eligible for bidding.

Note : The ports will obtain such undertaking, as required, while calling offers /bids from the empanelled consultants. The ports will call for the project specific key personnel in the RFP and evaluate separately with the bid.

8.4 Empanelment will be based on the marks obtained on a minimum of 70 marks in Stage-II evaluation criteria. The empanelment would be based on Category wise on the basis of the marks obtained by the bidders as follows:

<b>CATEGORY</b>	<b>PERCENTAGE OF MARKS</b>
<b>Category A</b>	<b>&gt;/= 90%</b>
<b>Category B</b>	<b>&gt;/= 80% to &lt;90%</b>
<b>Category C</b>	<b>&gt;/= 70% to &lt;80%</b>
Shall not be considered for empanelment	<b>&lt;70%</b>

## Appendix – I

S. No	Evaluation Criteria as per Para 8.2.1	
1.	<p>a) Three completed similar works in Navigational audit each with fees not less than Rs 20 lakhs</p> <p style="text-align: center;">Or</p> <p>b) Two completed similar works similar works in Navigational audit each with fees not less than Rs 30 lakhs</p> <p style="text-align: center;">Or</p> <p>c) One completed similar works similar works in Navigational audit each with fees not less than Rs 50 lakhs</p> <p>Note: For each additional Navigational Audit experience: -            Additional 4 points will be given, if the similar Experience with audit fees is not less than Rs 20 lakhs.            Additional 6 points will be given, if the similar Experience with audit fees not less than Rs 30 lakhs.            Additional 10 points will be given, if the similar Experience with audit fees is not less than Rs 50 lakhs.            (Maximum points 40)</p>	<p>MAX. POINTS : 70</p> <p>30 points</p> <p>30 points</p> <p>30 Points</p>
2.	Human Resources as per para 8.3.1	MAX. POINTS: 20
	Minimum 5 FTE OR 2 FTE and 3 external experts. (working in Navigational Audit)	<p>5 FTE OR 2 FTE and 3 external experts - 10 Points</p> <p>≥7 FTE OR 4 FTE and 3 external experts – 15 Points</p> <p>≥9 FTE OR 5 FTE and 4 external experts – 20 Points</p>



## **9. GENERAL CONDITIONS**

- 9.1 The applicant has to submit along with the bid document **Rs. 2,000/-** as non-refundable application fee. This document fee shall be remitted by way of DD/ Banker's cheque drawn in favour of Indian Ports Association payable at New Delhi.
- 9.2 The empanelment of consultants will be valid for three years.
- 9.3 The empanelment made by IPA shall be used by all Major Ports.
- 9.4 In case of any dispute arising out of the empanelment, the decision of the IPA will be final.
- 9.5 The empanelled consultants will be required to submit their offer strictly on the basis of RFP issued by individual port without attaching any counter conditions and certificate to this effect has to be furnished.
- 9.6 For applicants who are subsidiaries of foreign companies (Equity of Foreign entity more than 50%) and if their turnover are claimed, the IPA/Major Port shall insist a letter from the Parent Company to make their services available to Indian Company as required and demanded by IPA/Major Port without any extra financial liabilities.
- 9.7 Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
- (i) Made untrue or false representation in the form, statements required in the application document.
  - (ii) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
  - (iii) Submit fake, fictitious or fabricated documents in support of their work experience, eligibility criteria etc.
- 9.8 It may be noted that after empanelment, works shall be allotted to various consultants commensurate to their capabilities and capacities as assessed by IPA/Major Port. No representation in this respect will be entertained.

9.9 Applicant has to furnish following undertaking along with bid.

“We certify that in the last three years, We have neither failed to perform on **any contract**, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part”.

#### **10.0 EARNEST MONEY DEPOSIT**

10.1 No tender will be considered which is not accompanied by a sum of Rs. 50,000.00 (Rs. Fifty thousand only) as Earnest Money Deposit. In the event of the bidder withdrawing the tender before the expiry of 180 (one hundred and eighty) days from the date of opening of the tender, the tender shall be cancelled and the earnest money deposit therewith forfeited by the IPA.

10.2 The Earnest Money shall be paid in the form of Demand Draft (DD) issue by a Nationalized Bank / Scheduled Bank drawn on New Delhi Branch of the Bank in favor of the Indian Ports Association payable at New Delhi. The EMD must be forwarded in separate cover (cover I) along with Tender. In case, it is not forwarded as stated above, the tender will be liable to be rejected. No cash remittance along with the tender will be accepted. The amount of earnest money will be refunded to disqualified bidders/non Short listed bidders as soon as possible by IPA. No interest will be allowed on the earnest money from the date of receipt until it is refunded. EMD of successful bidders/Empanelled bidders will be retained for entire period of empanelment i.e 3 years or such extended period by IPA. EMD of the Empanelled bidders will be returned without any interest after a period of 3 years (or such extended by IPA), subject to satisfactory completion of works at Ports, if undertaken.

#### **11.0 RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS**

11.1 Notwithstanding anything contained in this document, the IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 11.2 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.

**12. LANGUAGE**

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

**13. EVALUATION PROCESSES**

The applications will be scrutinized as per the criteria given in the RFQ documents and a list of empanelled consultants will be prepared and communicated to all the Major Ports. The Major Ports as and when required will obtain offers, along with key personnel required specifically for the project from the Consultants, who are empanelled and shall be evaluated as below:

Technical bid	- 70 Points
Financial bid	- 30 Points

**14 CORRESPONDENCE WITH APPLICANT**

IPA shall not entertain any correspondence from any applicant in relation for acceptance or rejection. IPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:

- (a) Suspend and/or cancel the bidding process and/or amend and/or supplement

the Bidding process or modify the dates or other terms & conditions relating there to.

- (b) Consult with any applicant in order to receive clarification or further information.
- (c) Empanel or not to empanel any applicant and/or to consult with any applicant in order to receive clarification or further information.
- (d) Retain any information and / or evidence submitted to the IPA by, on behalf of, and/or in relation to any applicant and/or.
- (e) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any applicant.

## **15. FRAUD AND CORRUPT PRACTICES**

15.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this 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.

15.2 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 RFQ, tender or RFP issued by the Authority during a period of three years from 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.

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

## **16. CONFLICT OF INTEREST**

- 16.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of



Interest shall be disqualified.

16.2 It is necessary that the Consultant provides professional, objective, and impartial advice and at all times hold the interests of the Port Trust as paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Port Trust.

16.3 Addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply .to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this, indirect shareholding held through one or more intermediate persons shall be computed as follows:

16.3 (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

16.3 (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such share holding shall be reckoned under this "sub-clause' (bb) . if- the share holding of such-person in the intermediary is

less than 26% (twenty six per cent) of the subscribed and paid up equity share holding of such intermediary; (b) a constituent of such Applicant is also a constituent of another Applicant; or (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or (d) such Applicant has the same legal representative for' purposes of this Application as any other Applicant; or (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, orto influence the Application of either or each of the other Applicant; or (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling share holders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, or its contractors or sub-contractor(s) ( or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply In cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder hereof having a share holding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be.) in the bidder or Concessionaire, if any, or its contractor(s) or sub- contractor'(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to \_ ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause

(a) above.

- 16.4 For purposes of this bid, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 20% (twenty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and exercises major influence over policies of such person by operation of law or by contract.
- 16.5 An applicant eventually appointed to provide consultancy by any port trust or any specific project and its associate, shall be disqualified from subsequently providing goods or works or services related to the construction and operation - of the same Project-and-any breach -of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion 'of the original assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this 'restriction shall not apply to consultancy/ advisory services performed for the Port Trust in continuation of a specific Consultancy or to any subsequent consultancy/ advisory services performed for the Port Trust in accordance with the rules of the Port Trust. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

\*\*\*\*\*

## Guidance Note at Schedule

SCHEDULE-3  
(See Clause 16)

### **Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 16 of the RFQ and shall be read together therewith in dealing with specific cases.
2. Consultant should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Consultant should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Major Ports/IPA and a Consultant or between Consultant and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:

#### **(a) Major Ports/IPA and Consultant:**

- (i) Potential Consultant should not be privy to information from Major Ports/ IPA which is not available to others; or
- (ii) Potential Consultant should not have defined the project when earlier working for the Major Ports/IPA.

#### **(b) Consultant and concessionaires/contractors:**

- (i) No Consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
- (ii) No Consultant should be involved in owing or operating entities resulting from the project; or
- (iii) No Consultant should bid for works arising from the project.

## **RFQ FOR SELECTION OF CONSULTANT**

The participation of companies that may be involved as investors or consumers and officials of the Major Ports/IPA who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by Consultant. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Major Ports/IPA. All conflicts must be declared as and when the Consultant become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese Walls approach than smaller companies. Although, “Chinese Walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese Walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by the Consultant coupled with provision of safeguard to the satisfaction of the Major Ports/IPA.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Consultant drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when Consultants advocate either an unnecessary boarding of the terms of reference or make recommendations which are not in the best interest of the Major Ports/IPA but which will generate further work for the Consultant s. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Major Ports/IPA at the earliest. Officials of the Major Ports/IPA involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

### **(Technical Proposal-Standard Forms)**

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Curriculum vitae

Form TP 4: Information regarding any conflicting activities and declaration thereof.

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

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

**LETTER OF PROPOSAL SUBMISSION**

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Empanelment of Consultants for Navigational Audit-] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with [Insert a list with full name and address of each 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, 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 Consular work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/ Project authority who could be contracted for further information.	Supporting Document

**B) Skill & Competencies & Key Personnel**

SL. No.	Name of the Key personnel	Qualification/ Professional qualification	No. of years of experience	No of years of experience in the category	Details of Experience

**C) Gross Annual Revenue/Turn-over ( in Rs.)**

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2014-15			
2015-16			
2016-17			

**(Seal & Signature of Bidder)**

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

**CURRICULUM VITAE (CV) FOR PROPOSED FULL TIME EQUIVALENTS**

1. Proposed Position :

[For each FTEs, separate form will be prepared]:

2. Name of Firm :

[Insert name of firm proposing the Staff]:

3. Name of Staff :

[Insert full name]:

4. Date of birth :

5. Nationality :

6. Education :

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

7. Membership of Professional Associations :

8. Other Training :

9. Countries of work experience :

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

10. Languages :

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

11. Employment Record :

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

From [Year]: To [Year] Employer:

Positions held:

12. Detailed Tasks Assigned :

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

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

Name of Assignment/job or

project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification :

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

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

[Full name of authorized representative]

Date :

Place :

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

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

If no, please certify,

We hereby declare that our firm our associate/group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities at this present moment. Further, we hereby agree to disclose any further conflicting activities, in case they occur, till the finalization of the bid. 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: