

Request for Qualification (RFQ)

For

EMPANELMENT OF FIRMS FOR  
FEASIBILITY STUDY ON DEVELOPING  
THE SHIP REPAIRING FACILITIES



**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  
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INR 2,000/-

November 2017

**LETTER FOR ISSUE OF RFQ FOR THE**  
**“EMPANELMENT OF FIRMS FOR DEVELOPING THE**  
**SHIP REPAIRING FACILITIES”**

The set of RFQ document is issued to:

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

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

\_\_\_\_\_

\_\_\_\_\_

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

**IPA**

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

# Indian Ports Association

IPA/GAD/CoE/Ship Repairing/2017

01/11/2017

## NOTICE FOR EMPANELMENT OF FIRMS FOR DEVELOPING THE SHIP REPAIRING FACILITIES

Indian Ports Association has been assigned by Ministry of Shipping, Government of India with the task of preparation of 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 as consultants for developing the Ship repairing facilities.

Empanelment is sought for, in the following two categories:

**Class A Projects: Estimated Cost of the Project more than Rs. 200 Crores.**

**Class B Projects: Estimated Cost of the Project up to Rs. 200 Crores.**

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	1500 hrs. on 09/11/2017
2. Pre-Bid Conference	1500 hrs. on 09/11/2017
3. Bid Submission Date	1200 hrs. on 24/11/2017
4. Bid Opening date	1500 hrs. on 24/11/2017
5. Validity of Bid	180 days from the date of Opening of bid.

Reputed and interested Firm(s) for developing the Ship repairing facilities may download the RFQ from the above website and send in their response to the Chief Administrative Officer, 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 bid document fee of Rs. 2,000/- in form of Demand Draft, In favor of Indian Ports Association shall be submitted along with bid. However, the applicants, who have submitted application fee, either prior to pre-bid or on the date of pre-bid meeting will only be allowed to participate in the pre-bid meeting.

**Note:**

Bidder is required to submit separate bid for each Class for which he intends to empanel. For avoidance of any doubt, if applicant wants to apply for Class A and Class B then he has to submit two applications. The bidder needs to submit only one EMD irrespective of the number of categories applied for. Bid document fee against each category should be submitted separately.

# **Indian Ports Association**

## **EMPANELMENT OF FIRMS FOR DEVELOPING THE SHIP REPAIRING FACILITIES**

### **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. KamarajarPort (Ennore) are managed by the respective Port Trust Boards and the KamarajarPort 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.

India has identified ship repairing as a high potential growth industry over the next twenty years and has earmarked the industry as a significant booster to the Indian economy. India has a coastline of over 7,500 kilometres and is serviced by a thriving maritime shipping industry. As per Ministry of Shipping, Government of India reports, nearly 95% of India's total trade by volume is facilitated via maritime channels from 12 major ports across the country.

To ensure that the ship repairing industry flourishes and achieves its maximum potential at the ports, it is essential that adequate investment in capital, infrastructure, and manpower be provided to it in the form of Public-Private-Partnerships. There is a need to define a comprehensive strategy to drive appropriate partnerships within the ship repair industry and maximise revenues from it.

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

Sl. No	PROJECT HEAD	No. of Projects	Project Cost (Rs. In Crore)
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. List of these projects are listed at **Annexure-I**. To execute these projects, Ports would require the services of the different types of consultants to assist the Ports in various activities. 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 IPL for the engagement of firms for developing the Ship Repairing facilities once in every six month. In case of deletion from list the same would be owing to unsatisfactory performance as per contract with empanelled firms, and/or any wilful or other act of the empanelled Agency which is contrary to the interest of Port/State/Nation. Any concealment of fact(s)/surprising of facts/misrepresentation of facts will also render such agency for deletion from the list and liable for blacklist.

## 1. Objective

This RFQ is being issued by the Indian Ports Association to identify potential investment partners to support the development of the ship repair industry in India, focusing on ports. Through this process, it is intended to shortlist top consulting partners and empanel them. It is likely that awarding of any specific assignment would be to a partner from this empanelled list and this awarding would depend on the relevant experience and financial quote for the scope of that particular assignment.

This RFQ is for the empanelment of 2 classes of projects – Class A and Class B. The definition of each is as below:

Class A Projects: Estimated Cost of Project more than Rs. 200 Cr.

Class B Projects: Estimated Cost of Project up to Rs. 200 Cr.

## 2. RFQ Terms of Reference

The bidder for this RFQ must provide a comprehensive strategy to attract relevant PPP partners in the ship repairing industry. This strategy must include identification of development goals and management model designing for the port(s) at which the ship repairing facilities are to be developed. In addition, the bidder must also provide comprehensive implementation support to the IPA on boarding partners who will be developing the ship repairing facilities at the identified port(s) in PPP mode.

The two major parts to this RFQ's Terms of Reference are as follows:

### **A. Planning of ship repair strategy for given port(s)**

The bidder should provide a detailed strategy to the IPA detailing the following areas:

1. As-is assessment evaluation of:
  - a. the given port(s)' ship repairing capabilities viz. capacity in existing infrastructure, area, finance, and manpower

- b. the given market conditions specific to the ship-repairing industry including but not limited to macro-economic market indicators, and competitor performance
  - c. the future market conditions specific to the ship repair industry
- 2. Identification of short term, medium term and long term goals to be achieved by the port(s) in its ship repairing facilities over a given timeframe
  - a. Demarcate clear business targets and milestones within the short-term, medium term and long term goals to be achieved
- 3. Provide a specific Action Plan with clear identification of roadmap for action to achieve the goals identified above, including but not limited to:
  - a. a commercially viable financial plan and roadmap required to achieve the goals identified above
  - b. an identification of the target segments that the ship repairing facilities will be focussed on (for eg. Passenger vessels, containerships, bulk vessels etc.)
  - c. a long-list of ship repairing facilities, including allied services, to be developed to achieve the goals identified above
  - d. a comprehensive management model to establish a PPP between IPA and a designated partner which incorporates inputs from 3(a) and 3(c)

## **B. Implementation of ship repair strategy for given port(s)**

The bidder should provide extended support to the IPA in the conduction of the bidding exercise to achieve the goals identified above as per the following areas:

- 1. Document preparation of any and all relevant documents (viz. Model Concessionaire Agreements, Request for Proposals, RFP Schedules etc.) that will be required to facilitate the PPP bidding process for IPA
  - a. The management model created by the Bidder in the Planning phase will be used in the creation of the relevant documentation accordingly.



2. Potential partner outreach
  - a. Support IPA in the preparation of any documents / marketing material that may be required to reach out to the potential partner pool who will be interested in participating in the PPP bidding process
  - b. Organization and management of any and all bidder presentations that may be required for the purpose of the PPP bidding process
  
3. Support IPA in organizing the PPP bid process by:
  - a. Supporting IPA in procuring and arranging for any documentation (viz. legal, procedural etc.) required for the conduction of the PPP process
  - b. Organizing and managing the pre-bid conference(s) required to address any and all queries proffered by potential bidders to IPA with regards to the PPP process
  - c. Ensuring closure of bid process through successful award of bids

### **3. Bidder Eligibility Criteria**

Any and all bidders participating in this RFQ process will be required to fulfil the following criteria to be rendered eligible for participation:

1. The firm should be registered under relevant statutes in India and should have minimum average annual turnover from Indian operations of Rs. 100 Crores during the Financial Years 2015, 2016, and 2017
2. The firm should have global network offices, group company offices or branch offices in a minimum of five major maritime countries across the globe including in Euro and APAC zones with access to knowledge networks
3. The firm should have conducted a minimum of 1 project in strategy design for ship repairing / ship building / any allied shipping industry for 1 major port or yard in the past 7 years. Each such project should have a worth of at least \$250,000 (if international) or Rs. 1 Cr (if domestic).
4. The firm should have conducted a minimum of 1 project in transaction assistance / advisory for any major government department. Each such project should have a worth of \$500,000 (if international) or Rs. 2 Cr (if domestic) if the bidder is

bidding as a Class-A consulting partner. Each such project should have a worth of \$250,000 (if international) or Rs. 1 Cr (if domestic) if the bidder is bidding as a Class-B consulting partner.

The definition for Class-A and Class-B consulting partners is as per a given consulting partner's project experience as stated in the Bidder Evaluation Criteria .

#### **4. Bidder Evaluation Criteria**

Appendix - I

<b>S.No.</b>	<b>Evaluation Criteria</b>	<b>Marks</b>
4A	<b>Project Experience</b>	80
4A.1	<p><b>For Class-A</b></p> <p>Experience of undertaking strategy design for ship repairing for 1 major port or yard in the past 7 years.</p> <p>Each project should have value of at least \$500,000 (if international) or Rs. 2 Cr (if domestic)</p>	<p>Maximum Marks: 80 points</p> <p>&gt;5 projects: 80 points</p> <p>3-5 projects: 60 points</p> <p>1-2 projects: 40 points</p>
4A.2	<p><b>For Class-B</b></p> <p>Experience of undertaking strategy design for ship repairing for 1 major port or yard in the past 7 years.</p> <p>Each project should have value of at least \$250,000 (if international) or Rs. 1 Cr (if domestic)</p>	<p>Maximum Marks: 80 points</p> <p>&gt;5 projects: 80 points</p> <p>3-5 projects: 60 points</p> <p>1-2 projects: 40 points</p>
4B	<b>Human Resource Experience</b>	20

4B.1	<b>For Class-A</b>  Project should have value of at least \$500,000 (if international) or Rs. 2 Cr (if domestic)	Maximum Marks: 20 points  >20 FTE: 20 points  10-20 FTE: 10 points  1-9 FTE: 5 points
4B.2	<b>For Class-B</b>  Project should have value of at least \$250,000 (if international) or Rs. 1 Cr (if domestic)	Maximum Marks: 20 points  >20 FTE: 20 points  10-20 FTE: 10 points  1-9 FTE: 5 points
<b>TOTAL MARKS</b>		100

Empanelment will be based on the marks obtained on a minimum of 70 marks as per Appendix - I for each Class.

There will be Category Wise Empanelment based on marks obtained as follows:

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

## **5. Entering into Agreement**

On selection of the firm(s) for developing the Ship repairing facilities, 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 financial offers.

The invitation of the applications for enrolment as Consultant for various Port activities above mentioned, will have a stage of pre-bid conference before submission of final application for evaluation. The Pre-Bid conference will be held on 09/11/2017 at 1500 hrs at IPA, New Delhi.

The applicants, who have submitted application fee will only be allowed to participate in the pre-bid meeting. All the queries must be submitted up to one day before the pre - bid meeting. No fresh queries will be allowed thereafter. The clarifications will be issued as early as possible so as to leave at least 10 days time for submitting the bid.

## **6. General Conditions**

- i. The applicant will be required to submit their financial offer strictly on the basis of terms of reference provided by individual port without attaching any counter conditions and certificate to this effect has to be furnished.
- ii. The empanelment of consultants will be valid for three years or extended period as may be arrived at mutual consent from the date of original empanelment or any date stated in the empanelment letter.
- iii. 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, New Delhi. However, the applicants, who have submitted application fee, either prior to pre-bid or on the date of pre-bid meeting will only be allowed to participate in the pre-bid meeting.
- iv. The empanelment made by IPA is intended to be used by all Major Ports.

- v. In case of any dispute arising out of the empanelment, the decision of the IPA will be final.
- vi. 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.
- vii. The applicant must be a well-established firm for developing the Ship repairing facilities for more than 07 years. Applicant must be having experience/undertaking strategy design or ship repairing for one major port or yard in the past 7 years.
- viii. The applicant should have regular set up of a team of Technical officials having sufficient experience.
- ix. 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.
  - c) Submit fake, fictitious or fabricated documents in support of their work experience, eligibility criteria etc.
- x. It may be noted that after empanelment, Major Ports / IPA shall have sole right and discretion to allot the work to consultant(s) commensurate to their capabilities and capacities. No complaint /representation/ grievance shall be entertained by Major Ports / IPA in this regard
- xi. For the purpose of empanelment, applications received will be evaluated based on the details furnished and minimum criteria specified by the IPA under BEC.
- xii. Applicant has to furnish following undertaking along with bid.
  - a. "I/we certify that in the last three years, I / we any of the consortium members have neither failed to perform on **any contract**, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or

contract by any public authority nor have had any contract terminated by any public authority for breach on our part”.

**7. EARNEST MONEY DEPOSIT**

No tender will be considered which is not accompanied by a sum of Rs. 50,000/- (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.

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, 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 the disqualified Bidder(s)/non Short listed bidder(s) 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 the entire period of empanelment i.e. 3 years or such extended period by IPA.

**8. Right to accept or reject any or all proposals**

- i. 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.
- ii. 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 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.

## **9. 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 passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## **10. 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 financial offers (RFP) from the empanelled firms.

## **11. Correspondence with Applicant**

Given and except as provided in EOI/RFQ, the IPA shall not entertain any correspondence with any applicant in relation to be acceptance or rejection of any application.

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.

## **12. Fraud and corrupt practices**

- i. 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.
- ii. 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.
- iii. 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 firm(s) for developing the Ship repairing facilities 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.

### **13. Conflict of Interest**

13.1 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.

13.2 It is necessary that the firm(s) for developing the Ship repairing facilities 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 firm(s) for developing the Ship repairing facilities 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.

13.3 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:

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 share holding 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:

13.3 (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

13.3 (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 shareholding shall be reckoned under this "sub-clause' (bb) . if- the shareholding of such-person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity 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 other's' information about, or to influence the Application of either or each of the other Applicant; or (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-Agent) and any

subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

The duties of the firm(s) for developing the Ship repairing facilities will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the firm(s) for developing the Ship repairing facilities 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, its contractor(s) or sub contractor(s) ( or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply In cases where the direct or indirect share holding 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.

- 13.4 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 50% (fifty per cent) of the voting shares of such person, and with respect

to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 13.5 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; p rovided 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 w ith the rules of the Port Trust. For the avoidance of doubt, an entity affiliated with the firm(s) for developing the Ship repairing facilities shall include a partner in the firm or a person who holds more than 5%

(five percent) of the subscribed and paid up share capital of the firm(s) for developing the Ship repairing facilities, as the case may be, and any Associate thereof.

## Guidance Note at Schedule

SCHEDULE  
(See Clause 13)

### Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 13 of the RFQ and shall be read together therewith in dealing with specific cases.
2. Firm(s) for developing the Ship repairing facilities should be deemed to be in a conflict of interest situation 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 firm(s) for developing the Ship repairing facilities should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Major Ports/IPA and a firm(s) for developing the Ship repairing facilities or between firm(s) for developing the Ship repairing facilities and present or future concessionaires/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Major Ports/IPA and firm(s) for developing the Ship repairing facilities:
    - (i) Potential firm(s) for developing the Ship repairing facilities should not be privy to information from Major Ports/ IPA which is not available to others; or
    - (ii) Potential firm(s) for developing the Ship repairing facilities should not have defined the project when earlier working for the Major Ports/IPA
  - (b) Firm(s) for developing the Ship repairing facilities and concessionaires/ contractors:
    - (i) No firm(s) for developing the Ship repairing facilities 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 firm(s) for developing the Ship repairing facilities should be involved in owing or operating entities resulting from the project; or
    - (iii) No firm(s) for developing the Ship repairing facilities should bid for works arising from the project.

## **RFQ FOR SELECTION OF FIRMS(S) FOR DEVELOPING THE SHIP REPAIRING FACILITIES.**

The participation of firm(s) 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.

- A. The normal way to identify conflicts of interest is through self-declaration by the firm(s) for developing the Ship repairing facilities. 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 firm(s) for developing the Ship repairing facilities become aware of them.
  
- B. 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 firm(s) for developing the Ship repairing facilities 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 firm(s) for developing the Ship repairing facilities coupled with provision of safeguard to the satisfaction of the Major Ports/IPA.
  
- C. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if the firm(s) for developing the Ship repairing facilities drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

- D. Another form of conflict of interest called “scope-creep” arises when the firm(s) for developing the Ship repairing facilities 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 firm(s) for developing the Ship repairing facilities. 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 the firm(s) for developing the Ship repairing facilities to extend the length of their assignment.
- E. Every project contains potential conflicts of interest. Firm(s) for developing the Ship repairing facilities 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.

## Annexure -1

### Shipbuilding, Ship Repair and Ship Breaking

Sl. No	Project Name	Project Cost (Rs in Cr)	Project Proponent
1	Supplying, operating and maintaining 2 Nos. of 50 T Bollard Pull Tug on hiring basis	175.00	NMPT
2	Construction of Floating Dry Docking facility on DBOFT basis through PPP mode at V.O.C.Port	200.00	VoCPT
3	Modernisation of Ship Repairing facilities at Kolkata Dock System	100.00	KoPT(Kolkata)
4	Development of Marine cluster at Ennore	4,100.00	SDC
5	Building Barge Jetties to Support the Anchorage operations at Haldia	120.00	KoPT
6	Dry Docking facilities at MumbaiPort	50.00	MbPT
7	New Dry Dock facility at Cochin Shipyard Ltd., Kochi	1,500.00	CSL
8	International Ship Repair Facility (ISRF) project at Cochin Port Trust premises, Kochi	970.00	CSL
9	Providing Ship Repair facility (Ship-lift/slipway) capable of handling 5000 DWT vessels, at PortBlairPort	500.00	PMB
10	Extension of Dry Dock-II at Marine Dockyard in Port Blair	96.24	ALHW
11	Development of New Dry Dock-II at Bambooflat (for Mainland Vessels)	455.00	ALHW
12	Acquisition of 2 nos. Suezmax tankers	844.00	SCI
13	Procurement of 8000 Cu.M hopper capacity Trailer Suction Hopper Dredger	450.00	DCI
<b>Total</b>		<b>9,560.24</b>	



LETTER OF PROPOSAL SUBMISSION

TO: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Developing the Ship repairing facilities]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 Consultancy work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/ Project authority who could be contracted for further information.	Supporting Document

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

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., 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.

**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 have 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:

**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 Firm(s) 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 and tables to be delivered as final output, should be included here.
- c) **Organization and Staffing:** The Firm(s) 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 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:

[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 :