

Request for Qualification (RFQ)

For

EMPANELMENT OF CONSULTANTS  
FOR FEASIBILITY STUDY ON  
HANDLING OF HAZARDOUS CARGOES,  
FIRE FIGHTING AND DISASTER  
MANAGEMENT



**Indian Ports Association**

1st Floor, South Tower, NBCC Place  
B. P Marg, Lodi Road  
New Delhi - 110 003  
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INR 2,000/-

November 2017

**LETTER FOR ISSUE OF RFQ FOR THE**

**“EMPANELMENT OF CONSULTANTS FOR FEASIBILITY  
STUDY ON HANDLING OF HAZARDOUS CARGOES,  
FIRE FIGHTING AND DISASTER MANAGEMENT”**

This 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/RFQ/HZFFDM/2017

01/11/2017

## **NOTICE FOR “EMPANELMENT OF CONSULTANTS FOR FEASIBILITY STUDY ON HANDLING OF HAZARDOUS CARGOES, FIRE FIGHTING AND DISASTER MANAGEMENT”**

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 of consultants for feasibility study on handling of Hazardous Cargoes, Fire Fighting and Disaster Management’.

Empanelment is sought for, in the following three categories:

**Category 1: Handling of Hazardous Cargoes.**

**Category 2: Fire Fighting.**

**Category 3: Disaster Management.**

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. Pre-Bid Conference	1100 hrs. on 09/11/2017
2. Bid Submission Date	1200 hrs. on 24/11/2017
3. Bid Opening date	1300 hrs. on 24/11/2017
4. Validity of Bid	180 days from the date of Opening of bid.

Reputed and interested Firm(s) for ‘Empanelment of consultants for feasibility study on handling of Hazardous Cargoes, Fire Fighting and Disaster Management’ may download the RFQ from the above website and send 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 payable at New Delhi 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 Category for which he intends to empanel. For avoidance of any doubt, if applicant wants to apply for Category 1 and Category 2 then he has to submit two different 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

**SUB: Empanelment of Consultants for feasibility study on Handling of Hazardous Cargoes, Fire Fighting and Disaster Management within Seaport(s) and/or adjoining Coastal area(s) for Major Seaports.**

### 1. INTRODUCTION:

India's Seaports comprise of 12 major Seaports and around 200 non-major seaports along the coast and islands. The Major Seaports except one i.e. Kamarajar Port (Ennore) are managed by the respective Port Trust Boards. Kamarajar Seaport is operating in the form of Public Limited Company. All the Major Seaports are administered by the Central Government under Ministry of Shipping. The total volume of traffic handled by all the Indian Seaports during 2014-15 was 1052.00 million tonnes and the major Seaports 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 Seaports from 2010-2020 is 127,942.35 crores.

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. To execute these projects, Seaports would require the services of the consultants to assist the Seaports in various activities like Handling of Hazardous Cargoes, Fire Fighting and Disaster Management for Major Seaports. To this endeavour, Indian Ports Association, New Delhi 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 Seaports 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 engagement of Consultants once in every six months. In case of deletion from the list 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 feasibility study on Handling of Hazardous Cargoes, Fire Fighting and Disaster Management for use by the major Seaports within Seaport(s) area and/or adjoining Coastal areas(s) for the identified consultancy services. The individual Major Seaport seeking consultancy on their port activity shall then invite competitive price offers from the panel of Consultants so prepared for the respective activities and at that time shall also prescribe Terms of Reference and Terms of Payment.

2.1 Keeping in view of the above, Indian Ports Association has been mandated by the Ministry of Shipping for empanelment of “Consultants for feasibility study on Handling of Hazardous Cargoes, Fire fighting and Disaster Management” within Seaport(s) and adjoining Coastal area(s) of Seaport(s) as and when required.

2.2 The term “dangerous cargo” includes hundreds of substances both solid, liquid and bulk forms. These can be very harmful to human health and the environment. The damaging effect of these substances vary considerably, mostly depends on their type, amount and toxic content. People whose work is related to harmful cargo must be familiar with physical and chemical criteria of different substances. They must understand the danger which these substances can cause when safety regulations are violated.

2.3 Hazardous/Dangerous Cargoes are defined in accordance with 'International Maritime Organization' for Handling of Dangerous Cargoes within Seaport/Coastal Areas. Any of the following cargoes, whether packaged, or in bulk containers, or in bulk, and within the scope of the following;

**IMO Classified Hazardous/Dangerous Goods:**

UN Class	Dangerous Goods	Division(s)	Classification
1	Explosives	1.1 - 1.6	Explosive
2	Gases	2.1	Flammable gas
		2.2	Non-flammable, non-toxic gas
		2.3	Toxic gas
3	Flammable liquid		Flammable liquid
4	Flammable solids	4.1	Flammable solid
		4.2	Spontaneously combustible substance
		4.3	Substance which in contact with water emits flammable gas
5	Oxidising substances	5.1	Oxidising substance
		5.2	Organic peroxide
6	Toxic substances	6.1	Toxic substance
		6.2	Infectious substance
7	Radioactive material		Radioactive material
8	Corrosive substances		Corrosive substance
9	Miscellaneous dangerous goods		Miscellaneous dangerous cargo

**3. Broad Role of Consultants**

Empanelment of Consultants is required to provide practical guidance consisting of Prevention, Mitigation, Response and Recovery on Handling of Hazardous cargoes, Fire fighting and Disaster Management so that no one is exposed to risks to their health and safety arising from dangerous goods/fire fighting/Disaster Management at the Seaport premises and Coastal area(s) during unloading/loading, Transportation and storage Movement/Berthed ship. This will assist employers, self-employed persons, and controllers of Seaport by mitigating the risks associated with hazardous materials as and when required by the major ports of India.

The RFQ document provides the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria, EMD and suggested response formats and easy understanding has been divided into following sections:

- Section 1 - Instructions to Bidders.
- Section 2 - Terms of reference.
  - Part I - Objective & Scope of Services.
  - Part II - TOR, Terms & Conditions.
- Section 3
  - Technical Proposal - Standard Forms & Other Undertakings.

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## **Section 1**

### **(Instructions to Bidders)**

#### **1. Definitions**

- (a) “Employer” means the Indian Port Association, New Delhi (IPA)/Ministry of shipping which has invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any interested firms/companies/agencies/Bidders who submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India.
- (g) “Instructions to Consultants” (Section 1 of the RFQ) means the document, which provides Consultants with all information needed to prepare their proposals.
- (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.
- (i) “Proposal” means the Technical Proposal.
- (j) “RFQ” means the Request for Proposal prepared by the Employer for the selection of ‘Consultants’.
- (k) Dangerous goods/Cargo means any solids, liquids, or gases such as Explosive, Flammable, Corrosive, Noxious, Poisonous material, Chemicals, Radioactive and Irritative substances, Commodities which emit poisonous vapour and can harm people, other living organisms, property, or the environment.

- (l) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (n) “Terms of Reference” (TOR) means the document included in the RFQ at Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.

## **2. Introduction**

- 2.1 The Employer will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in this RFQ.
- 2.2 The name of the assignment/job has been mentioned in Section 1. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 2.
- 2.3 The date, time and address for submission of the proposals have been given in Section 1.
- 2.4 The Employer will provide to the Consultants the inputs and facilities specified in the Section 2 without any cost and make available relevant project data and reports.
- 2.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **3. Clarification and Amendment of RFQ Documents**

- 3.1 Bidders may request a clarification on any clause of the RFQ documents before 1100 Hrs. on 09/11/2017. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address indicated in this Section.
- 3.2 The Employer will respond in writing, or by standard electronic means by uploading on IPO website and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFQ as a result of a clarification, it shall do so following the procedure under para 3.3 below.

3.3 At any time before the submission of Proposals, the Employer may amend the RFQ by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the web site of IPA. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### **4. Conflict of Interest**

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

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

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

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

**Conflicting relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 4.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 4.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

## **5. Unfair Advantage**

- 5.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 4 above, the Employer shall make available to all Consultants together with this RFQ all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## **6. Proposal:**

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

## **7. Preparation of Proposals**

- 7.1 The proposal as well as all related correspondence exchanged by the Firm(s) and the Employer shall be written in English language, unless specified otherwise.

- 7.2 In preparing their Proposal, Firm(s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

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

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

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

c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects; technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TP-4 of Section 3.

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

e) Softcopy of the complete proposal either in CDs or Pen drive in PDF & Word format shall be submitted.

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

## **8. Proposal Validity**

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

## **9. Taxes**

The Firm(s) shall fully familiarize themselves about the applicable to Domestic taxes (such as Income taxes, fees, levies, GST etc) on amount payable by the employer under the contract. All such taxes must be excluded by the Firm(s) in the financial proposal.

## **10. Currency**

Firm(s) shall express the price of their Assignment/Job in Indian Rupees.

## **11. Earnest Money Deposit (EMD):**

### **11.1 Earnest Money Depositi:**

An EMD of Rs. 50,000.00 (Rupee fifty thousand only), in the form of Demand Draft(DD) drawn in favour of Indian Ports Association, payable at New Delhi has to be submitted along with the proposal.

- i. Proposal not accompanied by EMD shall be rejected as non-responsive.
- ii. No interest shall be payable by the Employer for the sum deposited as EMD.
- iii. No bank guarantee will be accepted in lieu of the earnest money deposit.
- iv. EMD of the unsuccessful bidders would be returned back after finalization of RFQ.

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

- i. If proposal is withdrawn during the validity period or any extension given by the IPA thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the bidder tries to influence the evaluation process.
- iv. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- v. If the Successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by IPA

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

12.1 The original proposal consisting of Technical Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial such corrections. Submission of letter for Technical Proposals should be in the format of TP-1 of Section 3.

12.2 An authorized representative of the bidder shall initial all pages of the original Technical Proposal. **The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorize to sign.**

12.3 The original and all copies of the Technical Proposal (along with 2 soft copies in word and PDF format in CD or Pen-drive) shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE- 24/11/2017, 1300 hrs.”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be case for Proposal rejection.

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

## **13 Proposal Evaluation**

13.1 From the time the proposals are opened to the time contract is awarded, Bidders should not contact the Employer on any matter related to its Technical Proposal. Any effort by Bidders to influence the employer in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the bidder’s proposal.

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

13.3 The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in this RFQ.

## **14. Technical Negotiations**

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

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

#### **15. Award of Contract:**

After technical Negotiations, the employer shall issue a letter of intent (LOI) to the selected consultants. The consultant will sign the contract after fulfilling all the formalities/ pre-conditions, etc.

#### **16. Confidentiality**

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

#### **17. Dispute between the Agency and Employer:**

In case of any dispute between the Employer and the Consultant, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the Consultant and Employer shall be referred to two arbitrators (one to be nominated by the "Consultant" and one by "Employer", or in case of said arbitrators not agreeing, then to an Umpire to be appointed by the said arbitrators) in writing. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all parties to the contract and the provisions of the Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Contract. The Joint Arbitrators/Umpire may from time to time with the consent of parties enlarge the time for making and publishing the award. The Joint Arbitrators/Umpire will be bound to give detailed and speaking award and it should be supported by reasoning. The venue for arbitration shall be New Delhi only. Only questions and disputes as were raised during the execution of the assignment till its completion and not thereafter shall be referred to Arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work.



While invoking arbitration the Agency shall give a list of disputes with amounts in respect of each dispute along with the notice for Engagement of Arbitrator. If the Consultant does not make any demand for Engagement of Arbitrator within 120 days of receiving from concerned Port that final bill is ready for payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both parties.

#### **18. Timelines and Schedule**

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

1. Submission of queries must be requested before 1100 Hrs on 09/11/2017
2. Pre-bid meeting will be held at 1100 Hrs on 09/11/2017.
3. Receipt of offers on or before 12:00 pm (1200 Hrs) on 24/11/2017
4. Opening of Technical offers at 1300 Hrs on 24/11/2017.

#### **19. RFQ Document:**

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

Reputed and interested consultants/consulting firms/consortium may download the RFQ from the above website. In case, if RFQ document is downloaded from website, the requisite document fee of Rs. 2,000/- in form of Demand Draft, in favor of Indian Ports Association payable at New Delhi shall be submitted along with bid.

#### **20. Submission of Proposal:**

Proposal (One original hard copy and one Softcopy in word/PDF format) in complete form in all respect, as specified under the heading ‘Timeline and Schedule’ of Section-1 must be submitted in sealed envelope indicating clearly on envelope as **“Empanelment of Consultants for feasibility study on Handling of Hazardous Cargoes, Fire Fighting and Disaster Management”** to:

Chief Administrative Officer,  
Indian Ports Association,  
1st. floor, South Tower, NBCC Place,  
Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003

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

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## Section 2

(Terms of Reference)

### **Providing the Consultancy Service for Handling of Hazardous Cargoes, Fire Fighting and Disaster Management for all major Ports in India:**

#### **1. Handling of Hazardous Cargoes: Risk Assessment**

##### **General**

Risk assessment is carried out for the hazards arising due to the entry, handling and storage of dangerous solid and liquid cargoes including liquefied gases and containerized cargoes in port areas. This is aimed for safety of life and protection of environment in and around port areas. Consideration is given to the hazards including fires, explosions, toxic gas dispersion, etc. due to potential loss of containment of the hazardous cargoes during loading/unloading, transporting or temporary storage of cargo in the port area.

**Methodology:** Generally carried out in following steps:

1. **Collection of the relevant information** of the handling of the hazardous cargoes (loading/unloading, transferring to storage terminal, storage at terminal etc.) Following data are collected and used for risk assessment study
  - Facility description
  - Population data
  - Meteorological data
  - Generic failure rate data from published literature
  - MSDS of Hazardous chemicals, etc.
2. **Hazard Identification** – identification of the maximum credible loss scenarios using various techniques (Hazid, HaZop, Brainstorming with the port relevant people, bow – tie analysis etc.) during handling of hazardous cargoes such as LPG, Ammonia, Naphtha, HSD and chemicals, Hazardous containerised cargoes.
3. **Failure frequency Analysis** – Estimation of the failure frequencies of the identified hazardous events based on the data as available from published literature and data supplied by client if any.
4. **Consequence Analysis** – Estimation of the severity of the consequences to life and property using internationally accepted software
5. **Risk Analysis** – Risk assessment is carried by the combination of severity of the consequences and occurrence frequency. The estimated risk is evaluated against relevant standards risk criteria (e.g. UK-HSE) and gaps are identified. This is followed by identification of preventive and/or mitigative measures, if required any, in order make good of the gaps, if any, to keep the risk to the acceptable / ALARP level.
6. **Reporting** – On completion of the exercise, a draft report is prepared and submitted to client for their review and comments. Thereafter, the final report is prepared taking account of the comments from client.

**Software used** – BREEZE ; PHAST Risk (SAFETI) 7.2 .

## **2. Fire Fighting Safety Study:**

### **General:**

The study aims identification of gaps of the existing operational fire fighting system.

### **Scope:**

Generally, includes the following studies/investigation:

#### **A. Fire Safety Management System**

- a) Fire organizational set-up
- b) Firefighting training
- c) Fire inspection
- d) Motivation and promotion on fire safety
- e) Budget on fire safety
- f) Fire manual/fire order
- g) Fire insurance or any approvals from local authority/TAC, etc.

#### **B. Fire Hazards and Prevention /Protection Measures**

- a) Fire hazard occupancy
- b) Smoking regulations
- c) Passive and Active fire prevention measures
- d) Passive fire protection measures like (fire doors, fire exits, signage and other life safety measures),
- e) Active fire protection measures
- f) House keeping
- g) Handling of flammable liquid
- h) Provision for flame proof equipment
- i) Hot work permit

#### **C. Fire Suppression**

- a) Adequacy of portable, fixed and mobile firefighting equipment
- b) Inspection, testing and maintenance of portable, fixed and mobile firefighting equipment's
- c) Provision of Fire hydrant system,
- d) Provision of Fire alarm and detection system,
- e) Communication system available,
- f) Inspection, testing and maintenance of fire alarm and detection system,
- g) Record keeping of fire incidents.

**Methodology:**

1. Study/Review of existing fire and life safety measures, procedures and system for controlling hazards.
2. Review of the training and awareness regarding availability and operations of the firefighting systems in and across the organization.
3. Identify potential fire hazard and necessary fire prevention and protection measures.
4. Recommendations if required any, to improve the effectiveness of the existing fire and safety system. Undertake follow up action (Compliance) if and as necessary.
5. Consolidation of the information and preparation of the draft report and submission to client for review and comments.
6. Preparation of the final report taking into account Client's comment(s) if any.

**Relevant Rules, Standards, Guidelines:**

1. The Disaster Management Act, 2005
2. National Disaster Management Authority (NDMA) suggested structure for Disaster Management Plan (DMP)
3. NDMA guidelines on Natural Disaster (Earthquakes, Floods, Cyclones, Tsunamis) and Manmade Disaster (Chemical)
4. Codes of Practices for Emergency Response and Disaster Management Plan (ERDMP) Regulations, 2010
5. National Oil Spill Disaster Contingency Plan (NOS-DCP), 2015
6. IMO Guidelines on Oil Pollution, Prevention and Response
7. Petroleum Act 1934 and Petroleum rules 2002, and as amended.
8. Manufacture, Storage and Import of Hazardous Chemicals, Rules, 1989 as amended.
9. OISD-Standard-156 – Fire Protection Facilities for Ports Handling Hydrocarbons
10. OISD-Standard-117 – Fire Protection Facilities for Petroleum Depots, terminal, pipeline Installations and Lube Oil Installation
11. OISD-Standard-194 – Standard for Unloading, Storage and Regasification of Liquefied Natural Gas (LNG), 2016
12. IS 15656: 2006 – Hazard Identification and Risk Analysis – Code of Practice
13. The International Maritime Dangerous Goods Code (IMDG).
14. IMO – Revised Recommendations on the Safe Transport of Dangerous Cargoes and Related Activities in Port Areas, 2007
15. NFPA guidelines
16. Tariff Advisory Committee (TAC) Manual
17. TNO yellow and purple book, AICHE- CCPS and any other relevant guidelines.

### **3. Disaster Management Plan:**

#### **General**

The Disaster Management Plan (DMP) includes the steps/actions as required for the management of responses to Natural Disaster (Earthquakes, Floods, Cyclones and Tsunamis) and Manmade Disaster (Chemical) that are the responsibility of the ports and companies within port estate.

This is a comprehensive document which covers Identified Hazards, Risk and Vulnerability analysis, Entities at risk and Level of impact. The plan provides clarity on the roles, delegation of authority and responsibility of each involved staff member in the organization.

This plan is intended to aid port authorities and operators to decide upon /strategise necessary actions/steps to avoid or minimize the potential losses and disasters in and around port areas due to hazards arising from human errors or natural phenomena. Based on this DMP the port authority can implement rapid, effective and effective response and appropriate recovery procedures.

#### **Scope of Work for DMP:**

The Disaster management plan (DMP) is prepared in accordance with the suggested structure by National Disaster Management Authority (NDMA). The DMP generally includes the following:

1. Aims, objectives of the plan, including the types and levels of emergencies.
2. Emergency Planning – Includes information from Hazard identification, Consequence and Risk assessment.
3. Emergency mitigation measures.
4. Emergency preparedness measures including drills and exercises, Evacuation support, training, mutual aid, search and rescue, decontamination, resource management, early warning system etc.
5. Response activities specific to the disaster.
6. Hazard Specific Incident Action Plan.
7. Emergency organisation and responsibilities – Key personnel of the organizations and the responsibilities assigned to them in case of an emergency.
8. Infrastructure such as Emergency Control Centre, Assembly points.
9. Declaration of on-site and off-site responsibilities.
10. Response and Resource Directory.
11. Roles and responsibilities of stakeholders including external agencies.
12. Termination of emergency.
13. Emergency recovery procedures.
14. Emergency Contact Directory.

#### **Methodology:**

The DMP is prepared on the basis of the outcome of Risk Assessment work (as mentioned in para.) and follows the steps as below:

1. Study/Review of the relevant Rules, Standards, Guidelines and documents.
2. Site visit and Collection of the relevant information.
3. Conducting brainstorming session with the Port stakeholders and identification of the potential hazards including Collision and Grounding scenarios.
4. Consequence analysis.
5. Assessment of Safety Risk and Oil Spill Risk.
6. Report preparation.

**4. PART II: TOR related information**

**(Conditions under which this RFQ is issued)**

- i. This RFQ is not an offer and is issued with no commitment. IPA reserves the right to withdraw the RFQ and change or vary any part thereof at any stage. IPA also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFQ to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. IPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFQ
- iii. The bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fees, expenses associated with any demonstration or presentations which may be required by IPA or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and IPA shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- iv. IPA reserves the right to withdraw this RFQ, if it is in the best interest of the Government of India.
- v. Timing and sequence of events resulting from this RFQ shall ultimately be determined by IPA.
- vi. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this RFQ and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IPA shall be superseded by the definitive agreement that results from this RFQ process. Oral communications by IPA to bidders shall not be considered binding on IPA, nor shall any written materials provided by any person other than IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of, or relating to this RFQ or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

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

## **5. Evaluation of Proposals:**

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

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

- i. Copy of Contract/work orders indicating the details of previous assignment, client etc. The Competent authority of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment has to be provided to ascertain relevance
- ii. Key personnel i.e. CVs of key personnel and details of associate/s likely to be involved in executing this assignment
- iii. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- iv. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- v. Statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the bidder/s
- vi. Annual Turnover Certificates & audited balance sheet for last 3 financial years (Yr 2014-15, Yr 2015-16, Yr 2016-17)
- vii. Certificate of incorporation, PAN Number & Service Tax Registration.
- viii. Covering letter declaring the offer to be unconditional, confirming its validity for 180 days and a list of all the documents submitting along with the Bid.
- ix. Proof of Empanelment of the consultant for Handling of Hazardous Cargoes, Fire Fighting and Disaster Management in any Government agency/ organization in India

**7. Eligibility and Pre-Qualification criteria (PQC) for selecting the consulting Technical Criteria:**

- a. The bidder shall be active in the field of consultancy services for Handling of Hazardous Cargoes, Fire Fighting and Disaster Management in India for at least past 5 years.
- b. The bidder should not be black listed or debarred from any Government or private authority/ agency/ organization for providing consultancy services.
- c. The bidder should have positive Net Worth. The average Annual Turnover of the bidder should not be less than Rs. 2 Crores during the last 3 financial years i.e. for the year 2014-15, 2015-16 and 2016-17. Certificate from Statutory Auditor on this effect to be submitted for each Category.

**8. Pre-Qualification Criteria for Empanelment of Consultant. Stage-I**

- 8.1 The Bidder/Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities/similar work as specified below:

Category	Responsibilities
<b>1. Handling of Hazardous Cargoes – Team Leader</b>	He will lead, co-ordinate and supervise the multidisciplinary team for providing services as per TOR. He will also be responsible for assessing the performance of handling system and other equipment’s and also study the reasons of Occurrence / delays / poor performance/ Recovery in handling of Hazardous Cargoes, Fire fighting and Disaster Management with respect to performance standards as prescribed in the Concession Agreement. Must be familiar with physical and chemical Criteria of different substances and possible dangers can be identified and contingency plan to be established.
<b>2. Fire Fighting - Team Leader</b>	
<b>3. Disaster Management – Team Leader</b>	

**8.2 Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Hazardous Cargo	Post Graduate or equivalent in Handling of hazardous/ Dangerous Cargoes/ Cargo Management/B.Tech/ Diploma in Engineering/Post Graduation in Disaster Management.	10 years	He should have worked and lead the team in Handling of Hazardous Cargos/ Fire Fighting/Disaster Management.
Fire fighting			
Disaster Management			



9. **Stage-II (Short listing/ Scoring criteria for empanelment of Consultants).**

For Category 1, 2 & 3	The applicant should provide details of completed assignments in the last 03 years to demonstrate experience in providing the consultancy services in the relevant category.  For each assignment, the applicant should provide 'Completion Certificate' from the client detailing therein - the description for the nature of consultancy provided, the client's confirmation for the satisfactory completion of work, cost of project, total fee paid against the assignment, Date of start and Completion of work. Only after receiving the client's completion certificate along with all above mentioned details would the bid be considered for evaluation.	Demonstration of appropriate experience up to 100 Points as per criteria given in <b>Appendix-I</b>
<p><b>Response:</b> The applicant should submit clients completion certificate/Statutory Auditors 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.</p>		

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

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

**11 General Conditions:**

- 11.1 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.
- 11.2 The bidder 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.
- 11.3 The empanelment made by IPA is intended to be used by all Major Seaports.
- 11.4 For applicants who are subsidiaries of foreign companies (Equity of Foreign entity more than 50%) and if their turnover are claimed, the IPA/Major Seaport shall insist a letter from the Parent Company to make their services available to Indian Company as required and demanded by IPA/Major Seaport without any extra financial liabilities.
- 11.5 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.
- 11.6 It may be noted that after empanelment, Major Seaports 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 Seaports/IPA in this regard.
- 11.7 For the purpose of empanelment, applications received will be evaluated based on the details furnished and minimum criteria specified by the IPA para-7 above. Further, the Consultants who had applied already and were/are in the services of the Major Seaport will be evaluated based on their past performance.
- 11.8 Applicant has to furnish following undertaking along with bid.
- “I/we certify that in the last three years, we/any of the consortium members have neither failed to perform on **any contract**, as evidenced by imposition of Penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled

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

## **12 Fraud and corrupt practices**

- 12.1 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.
- 12.2 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 tender or RFQ 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.
- 12.3 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.

### **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 Consultant provides professional, objective, and impartial advice and at all times hold the interests of the Seaport 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 Seaport 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 share holding 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 share holding 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 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, 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- Consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders.

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, .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 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 Seaport trust or any specific project and its associate, shall be disqualified from subsequently providing goods or works or services related to the 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 Seaport Trust in continuation of a specific Consultancy or to any subsequent consultancy/ advisory services performed for the Seaport 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.

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## **Guidance Note at Schedule**

SCHEDULE-3  
(See Clause 13 of Section 2)

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

1. This Note further explains and illustrates the provisions of Clause 13 of the RFQ under Section 2 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.

- a) 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.
- 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 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 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.
- c) 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.
- d) 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.
- e) 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.

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

- Form TP 1: Letter of Proposal submission
- Form TP 2: Firm(s)'s organization & experience
- Form TP 3: Comments & suggestions on TOR
- Form TP 4: Approach & Methodology
- Form TP 5: Curriculum vitae
- Form TP 6: Information regarding any conflicting activities and declaration thereof.

**Technical Proposal-Other Undertakings**

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

<b>Experience / Criteria of the Bidder Firm as per Para 7 of TOR under Section 2 for Categories 1, 2 and 3.</b>	
1.	<p>Bidder should have completed minimum 05 (Five) relevant eligible works/assignments during last 3 financial years ending with 31st March (2014-15, 2015-16 and 2016-17) .</p> <p>(Maximum 50 marks)</p>
	<p>Five completed relevant eligible works/assignments – 30 marks.</p> <p>For additional relevant eligible work/ assignment during last 3 financial years ending with 31st March (2014-15, 2015-16 and 2016-17) –</p> <p>Additional 5 marks will be given per eligible work/assignment.</p>
2.	<p>Bidder should have Average annual turnover not less than Rs 2 Crores from Similar Works as stated in Categories 1, 2 &amp; 3 during the last 3 financial years, ending with 31st March (2014-15, 2015-16 and 2016-17) for works/assignments undertaken in India or equivalent in US\$ for works/assignments outside of Indian Territory.</p> <p>(Maximum : 50 Marks)</p>
	<p>Average Annual turnover from relevant Eligible work/assignments as Rs. 2 Crores in case of projects undertaken in India or Equivalent in US\$ for works/ assignments undertaken outside of Indian Territory during the last 3 financial years ending with 31st March (2014-15, 2015-16 and 2016-17). - 30 Marks</p> <p>For additional works/assignments undertaken in India/Outside of Indian Territory during the last 3 financial years ending with 31st March (2014-15, 2015-16 and 2016-17) -</p> <p>Additional 5 marks will be given per Rs. 50 lakhs or equivalent in US\$.</p>

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]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 Contact for Further Information.	Supporting Document

### B) Gross Annual Revenue ( 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. 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.

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

**1. On the Terms of Reference**

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

**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 :

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

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

If no, please certify,

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

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address: