



## Organization name: India Ports Global Ltd

**Tender no:** IPGL/KMTTP/STUDY/2025-26/01 **Tender type:** Open tender **Date:** 23/04/2025

**Scope of work:** “Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”

The tender can be downloaded from **23/04/2025 at 16:00 hrs to 23/05/2025 up to 15:00 hrs.**  
Completed tenders shall be submitted **online on or before 23/05/2025 up to 15:00 hrs.**  
The **technical bid will be opened at 11:00 hrs on 26/05/2025.**

**Office address:**

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

**Contact Details:**

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

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### **DC-1: TENDER NOTICE**

(Tender No: IPGL/KMTTP/STUDY/2025-26/01 )

Online Tenders are invited under TWO BID SYSTEMS (Technical and Price/Financial Bid) on behalf of India Ports Global Limited (IPGL) from interested, qualified and eligible bidders. The scope of works, details of time schedule and EMD to be submitted by Tenderers for participation in this tender are given below:

i)	Scope of work	“Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”
ii)	Earnest Money Deposit (EMD)	₹ 2,25,000/- (Indian Rupees Two lakh twenty-five thousand only) shall be deposited only through DD.  MSMEs registered with MSME and / or NSIC (pertaining to providing a similar service) are exempted from submitting EMD. However, Receipt of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid.
iii)	Sale of Tender Document	Detailed Tender Notice along with complete tender documents can be downloaded from the Online Tender Site- <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> <b>From 23/04/2025 at 16:00 hrs to 23/05/2025 upto 15:00 HOURS.</b>
iv)	Pre-bid meeting	Pre-bid meeting will be held offline at 11:30 hrs on 13/05/2025 at Board Room, IPGL, Head Office, 22, Vaju Kotak Marg, Ballard Estate, Fort, Mumbai-400001
v)	Bid inviting and opening authority	India Ports Global Limited
vi)	Cost of Tender Document	Tender fees of Rs.10,000 + 18% GST (i.e Rs 1800/-) Total 11,800 (Rupees Eleven Thousand Eight Hundred only) can be paid in the form of Demand Draft (non- refundable) drawn on any scheduled bank having its branch at Mumbai in favor of India Ports Global Limited. Tender Document to be collected by the party through an authorized person / Agent. The Tender document detailing the terms & conditions and the technical requirements can also be downloaded from the web sites: Online Tender Site- <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> from 23/04/2025, at 16:00 hrs onwards till the date of submission of tender. The downloading of tender document shall be carried out strictly as provided on web site. Receipt of Same as a proof towards payment shall be submitted in electronic form through on line (by scanning) while uploading the bid.
vii)	Due date for submission of Tender Document	On or before 23/05/2025 up to 15:00 hrs. online only.

viii)	Date of opening of Technical Bid	On 26/05/2025 at 11:00 hrs at Board Room, IPGL, Head Office, 22, Vaju Kotak Marg, Ballard Estate, Fort, Mumbai-400 001.
ix)	Consortium	Not permitted

**Managing Director,**  
For India Ports Global Ltd.  
4th Floor, Nirman Bhavan,  
M.P. Road, Mazgaon,  
Mumbai - 400 010, INDIA  
Email: -[md.indiaportsglobal@gmail.com](mailto:md.indiaportsglobal@gmail.com)

## DC-2: TENDER ACTIVITY SHEET

IPGL/KMTTP/STUDY/2025-26/01

“Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1.	Tender e-publication date	<b>23/04/2025</b>	<b>16:00</b>
2.	Bid Document Download start date	<b>23/04/2025</b>	<b>16:00</b>
3.	Bid Document Download End Date	<b>23/05/2025</b>	<b>15:00</b>
4.	Pre-Bid Meeting Date	<b>13/05/2025</b>	<b>11:30</b>
5.	Bid Submission Start Date	<b>23/04/2025</b>	<b>16:00</b>
6.	Bid Submission End Date	<b>23/05/2025</b>	<b>15:00</b>
7.	Tender Opening Date		
	a-1) Technical Bid	<b>26/05/2025</b>	<b>11:00</b>
	a-2) Methodology Presentation	Will be intimated to the Bidders.	
	b) Financial Bid	Will be intimated to Qualified Bidders.	

### DC-3: NOTICE INVITING ONLINE TENDER

IPGL/IPGL/KMTTP/STUDY/2025-26/01

“Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”

#### Details about E-Tender:

Department Name	Technical Department
Tender No.	IPGL/KMTTP/STUDY/2025-26/01
Name of Work	Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar
Period of Completion (in Months)	06 Months
Bidding Type	Open tender
Tender Currency Settings	Indian Rupee (INR)
Estimated Project Cost	₹. 76,00,000/- (Rupees Seventy-six lakhs only) excl taxes
Bid Document Fee/Tender Fee	₹.11800/- (Rupees eleven thousand Eight Hundred Only) i.e. ₹ 10000/- + 1800/- (TenderFee+18%GST). The tender fee shall be non-refundable. Tender fee can be paid as a Demand Draft in favour of IPGL. Details are as under: Name- India Ports Global Limited Account no: - 005720110000779 IFSC Code: - BKID0000070 Bank name, Branch and Address -BANK OF INDIA, MAZGAON BRANCH, Mumbai, Maharashtra – 400010 and Receipt of Same as a proof towards payment shall be submitted while uploading the bid on the tendering portal.
Bid Security/EMD(INR)	₹ 2,25,000/- (Indian Rupees Two lakh twenty-five thousand only) shall be deposited only through DD in the name of of IPGL as mentioned below: Name- India Ports Global Limited Account no: - 005720110000779 IFSC Code: - BKID0000070 Bank name, Branch and Address -BANK OF INDIA, MAZGAON BRANCH, Mumbai, Maharashtra - 400010 and Receipt of Same as a proof towards payment shall be submitted while uploading the bid. In case of Micro, Small and Medium Enterprise (MSMEs), valid Govt. Purchase Enlistment Certificate issued by National Small Scale Industries Corporation Ltd. or Ministry of MSME, Government of India, showing list of items related to subject tender may be submitted in order to become eligible for exemption from payment of Bid Security/EMD. Such bidders shall upload the scanned copy of valid certificate. Such bidder shall upload in technical proposal a scanned copy of valid certificate, as well as duly filled in and signed ‘ <b>Bid Securing Declaration</b> ’ as per format provided in the tender document

	(Form no. 12), failing which the bid shall be disqualified. Such bidders shall upload the scanned copy of valid certificate in technical bid. List of activity related to the subject tender as per National Industrial classification-2008 for exemption of tender fee and EMD are listed below:																								
	<table border="1"> <thead> <tr> <th>NIC Code</th> <th>Activities</th> </tr> </thead> <tbody> <tr> <td>Division 70</td> <td>Activities of head offices; management consultancy activities</td> </tr> <tr> <td>702</td> <td>Management Consultant activities</td> </tr> <tr> <td>7020</td> <td>Management Consultant activities</td> </tr> <tr> <td>70200</td> <td>Management Consultant activities</td> </tr> <tr> <td>Division 71</td> <td>Architecture and engineering activities; technical testing and analysis</td> </tr> <tr> <td>711</td> <td>Architecture and engineering activities and related technical consultancy</td> </tr> <tr> <td>7110</td> <td>Architecture and engineering activities and related technical consultancy</td> </tr> <tr> <td>71100</td> <td>Architecture and engineering activities and related technical consultancy</td> </tr> <tr> <td>712</td> <td>Technical testing and analysis</td> </tr> <tr> <td>7120</td> <td>Technical testing and analysis</td> </tr> <tr> <td>71200</td> <td>Technical testing and analysis</td> </tr> </tbody> </table>	NIC Code	Activities	Division 70	Activities of head offices; management consultancy activities	702	Management Consultant activities	7020	Management Consultant activities	70200	Management Consultant activities	Division 71	Architecture and engineering activities; technical testing and analysis	711	Architecture and engineering activities and related technical consultancy	7110	Architecture and engineering activities and related technical consultancy	71100	Architecture and engineering activities and related technical consultancy	712	Technical testing and analysis	7120	Technical testing and analysis	71200	Technical testing and analysis
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7120	Technical testing and analysis																								
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Bid Document Downloading Start Date	23/04/2025 at 16:00 hrs																								
Last Date & Time for Receipt of Bids online	23/05/2025 at 15:00 hrs																								
Bid Validity Period	120 Days from the date of opening of technical bid.																								
Technical Bid Opening Date	26/05/2025 at 11:00 hrs																								
Methodology Presentation	Will be intimated to the Bidders.																								
Pre-Bid Meeting Date	13/05/2025 at 11:30 hrs																								
Financial Bid (Price Bid) Opening Date	Financial Bid opening date will be intimated online to the technically qualified bidders through tender website.																								
Documents required to be submitted online	<p>a. Receipts of digital payment or DD as Proof of Payment for Tender Fee and EMD/Bid Security as a proof towards payment shall be uploaded while submission of the bid online or the copy of valid certificate issued by any agencies/ organization under the Ministry of Micro, Small and Medium Enterprise towards the exemption of Bid Security &amp; cost of tender fee along with bid securing declaration as per Form no. 12 of the tender document.</p> <p>b. Integrity Pact</p> <p>c. Documents in support of fulfilling Qualification criteria</p> <p>d. Resume/CVs of the team to be deployed.</p> <p>All other Document as specified in the Tender Document.</p>																								
Bid Inviting & Opening Authority:	India Ports Global Limited																								

Address:	India Ports Global Ltd. 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai - 400 010, INDIA Email: -md.indiaportsglobal@gmail.com
Contact Person Details:	Mrs. Harshada P. Baswat, Dy. Manager Admin & HR Email id: dyam.indiaportsglobal@gmail.com Cell No.:+91 8097485990

**DC-4: MINIMUM ELIGIBILITY CRITERIA**

IPGL/IPGL/KMTTP/STUDY/2025-26/01

“Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”

<b>S.No</b>	<b>Description</b>	<b>Mandatory documents to be submitted</b>
1.	The bidder should be a company registered under Indian Companies Act, 1956/2013 or a Partnership Firm registered under Indian Partnership Act, 1932, or a Proprietorship firm or Limited liability firm under Limited Liability Partnership firm act 2008	Copy of Certificate of Registration / Incorporation Certificate/ Certified copy of Partnership Deed.
2.	The bidder should have the presence in India for Last 10 years as on Bid Due Date.	Copy of Supporting documents – Ministry of Corporate Affairs Certificate
3.	The bidder should have an average annual turnover of Rs. 50 Cr in India over the most recent three financial years (2022-23, 2023-24, 2024-25) from consulting Services Only.	Copy of the audited Profit and Loss Statement of the company / Certificate from the Statutory auditor clearly stating the turnover from specified areas of business.
4.	The bidder should have a positive Net Worth on 31st March 2025.	Certificate from the Statutory auditor clearly stating the turnover from specified areas of business. Stating the Net Worth as on 31 <sup>st</sup> March 2025
5.	The Bidder should have more than 100 qualified staff members working full time	Certificate from HR head of Bidder along with the list of staff members or PF/ESIC challans (indicating number of employees enrolled) or Auditor's Certificate verifying employee strength or Company balance sheet mentioning employee number
6.	The Bidder Should have quality certification for the bidding entity ISO 9001	Copy of valid certificates/ citation of websites
7.	The Bidder Should have at least 5 offices across India and atleast one international office	Copies of Address proof
8.	The Bidder should not have been blacklisted by Central Government or any State Government Organization / Department in India at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document
9.	The bidder must have GST registration certificate and PAN as on last date of submission.	Copy of GST registration certificate. Copy of PAN Card
10.	The Bidder must have CMMI Level 3 certificate or above	Copy of Certificate
11.	The bidder must have Experience of atleast 1 project (ongoing / completed) of working in ports and logistics sector in areas of policy / feasibility study / project conceptualization / analysis of traffic study / financial analysis in the last 5 years preceding the bid due date.	Copy of work order or client certificates should be attached.
12.	The bidder must be empaneled with State Government (Any department for Consulting Services), Central Ministry for Consulting Services	Relevant Order of Empanelment

## **SECTION-A ONLINE BID INSTRUCTIONS**

### **INDIA PORTS GLOBAL LIMITED**

#### **IPGL/IPGL/KMTTP/STUDY/2025-26/01**

**“Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE:**

Information and instructions for bidders will form part of NIT and to be published on website. The intending bidder must have Class III digital signature to submit the bid or as per the requirement of <https://eprocure.gov.in/eprocure/app>

The Bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as Bid Security & Tender Fee or exemption certificate (as mentioned in this tender) towards Bid Security & cost of bid document.

1. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
2. While submitting the modified bid, bidder can revise the rate of one or more item (s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
3. On opening date, bidder can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
4. Bidder can upload documents in the form of JPG format and PDF Format.
5. It is mandatory to upload scanned copies of all the documents including GST registration as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
6. If the bidder is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.
7. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder the bid shall become invalid and cost of bid document shall not be refunded.
8. Bidder must ensure to quote rate of each item. If any cell is left blank and no rate is quoted

by the bidder, rate of such item shall be treated as "0" (ZERO).

9. The Draft information and instructions to Bidders may be modified suitably by NIT approving authority as per requirement.
10. All the mandatory document required have to be enclosed by the bidder failing which his proposal shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by IPGL.
11. Bidder should prepare the Demand Draft for Tender Fee and EMD as per the instructions specified in the tender document. Scanned of these Demand Drafts should be submitted online along with Technical Bid. The original Demand Drafts should be submitted in person to the concerned official, so as to reach before the last and time of technical bid opening or as specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
12. Conditional Tender will be rejected outright considering it as non responsive offer and Tender will be liable to be rejected outright if it is found that;
  - i) The Tenderer proposes any alternation in the work specified in the tender or in time allowed for completing the works or indicate any other unacceptable condition.
  - ii) Any of the pages of the tender are not initialed/signed by the tenderer.
  - iii) All corrections are not initialed by the tenderer.
  - iv) Disclosure / indication of the price in the technical bid shall render the tender disqualified and rejected.

NOTE-Tender site- Online Tender Site-<https://eprocure.gov.in/eprocure/app> or go to JNPA website and click on JNPA tender link for accessing the link

## **DISCLAIMER**

The information contained in this Request for Proposals document (“TENDER”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be Complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as 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.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this TENDER.

The Authority 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 TENDER.

The issue of this TENDER does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be. Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs 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 demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

## **INDIA PORTS GLOBAL LIMITED**

**Tender No - IPGL/IPGL/KMTTP/STUDY/2025-26/01**

### **“Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”**

The entire Sittwe Port was constructed by India over the past decade, with progress interrupted by local political unrest. In 2023, it was inaugurated by Hon’ble Minister of Ports, Shipping, and Waterways - Sarbananda Sonowal. Following Chabahar, India has secured the rights to operate a second overseas port, Sittwe, in Myanmar. The Ministry of External Affairs (MEA) has approved a proposal for India Ports Global Limited (IPGL) to take control of the operations of the port situated on the Kaladan River.

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

## Section 1

### INSTRUCTION TO BIDDERS

The entire Sittwe Port was constructed by India over the past decade, with progress interrupted by local political unrest. In 2023, it was inaugurated by Hon'ble Minister of Ports, Shipping, and Waterways - Sarbananda Sonowal. Following Chabahar, India has secured the rights to operate a second overseas port, Sittwe, in Myanmar. The Ministry of External Affairs (MEA) has approved a proposal for India Ports Global Limited (IPGL) to take control of the operations of the port situated on the Kaladan River.

#### Introduction

IPGL intends to appoint a consultant to commission a study for increasing the cargo throughput at Sittwe Port. The need for this study is to provide a detailed plan for enhancing the cargo throughput and operational efficiency of Sittwe Port. The objective is to ensure that the study defines action items that not only strengthens strategic position of Sittwe Port but also promotes sustainable growth and prosperity for the region and its stakeholders.

"Digitally signed and uploaded online bids in a Single Stage Two Cover System are invited by IPGL from qualified and competent firms through Open Competitive Bidding for the subject work. The bidding documents can be downloaded from <https://eprocure.gov.in/eprocure/app> . These should be fully completed, signed by authorized personal and submitted online. Additionally, one hard copy (**excluding the price bid**) must be submitted within 7 days from the opening date of the Technical Bid. Submission of this hard copy is mandatory. In case of any discrepancy between uploaded bid documents and physical copies, the bid will be deemed invalid and the bid document fee will not be refunded. Bidders are expected to thoroughly review all instructions, contract conditions, forms, and terms. Any failure to comply will be at the bidder's own risk. Non-substantially responsive bids shall be rejected."

\*\*\*\*\*

The RFP document provides the Term of Reference (TOR), terms and conditions including evaluation criteria, EMD, application fee and suggested response formats and easy understanding has been divided into following sections:

- Section 1** - Instructions to 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
- Section 4**
  - Financial Proposal - Standard Forms

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## 1. Standard Definitions

- (a) “Employer” means IPGL which has invited the bids for consultancy services and with whom the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any interested firms/companies/agencies who submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed as in the General Conditions (GC) as specified in Section 2, para 12 and the Annexures.
- (d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India.
- (g) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.
- (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (k) “Assignment/Job” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means any person or entity who is well conversant with local system and conditions, whom the Consultant subcontracts any part of the Assignment/job.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignments/job.
- (n) “Agreement” means the contract signed between IPGL and selected bidder for the execution of the subject assignment.

## **2. Introduction**

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

The name of the assignment/job has been mentioned in NIT. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 2.

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

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

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

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

## **3. Eligibility of Association of Consultants and Sub-Consultants**

[Deleted]

## **4. Clarification and Amendment of RFP Documents**

Amendment of Bidding Documents:

Any modification of the tender documents as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum. Any addendum thus issued shall be part of the tender documents and will be uploaded on the tender website. Such addenda will be numbered and it shall be submitted by the Tenderers as part of Part I of their bid. The Addendum can be downloaded from tender website. Any amendment issued shall be published on the tender portal only, either post pre bid meeting or otherwise.

## **5. Conflict of Interest**

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

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

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

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

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

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

No agency or current employees of the Employer shall work as Consultants under their own

ministries, departments or agencies

## 6. Unfair Advantage

If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

## 7. Pre-bid Meeting:

The bidder or an authorized representative may attend the Pre-Bid Meeting. Bidders must submit an authority letter on their official letterhead authorizing participation on their behalf. The purpose of the meeting is to clarify matters related to the scope of work and tender terms. Clarifications from the Pre-Bid Meeting will be published on <https://ipgl.co.in> and/or the e-Procurement portal without revealing the source of the query. Attendance at the pre-bid meeting is not mandatory and will not be a cause for disqualification. Queries must be submitted in advance (in Word format mentioned below) to [md.indiaportsglobal@gmail.com](mailto:md.indiaportsglobal@gmail.com) no later than one (1) day before the scheduled meeting. Queries received after the meeting will not be entertained. The meeting shall be held if required at Board Room, IPGL, Head Office, 22, Vaju Kotak Marg, Ballard Estate, Fort, Mumbai-40001. The queries received from all the prospective Tenderers would be consolidated and IPGL's response to the same would be communicated to all the Tenderers in writing (through e-mail) well in advance to the last date of submission of tenders. The clarifications so issued would form part of the tender and remain binding on all the Tenderers which shall be accepted and submitted by all the Tenderers along with their offer, duly signed by the authorized signatory on each page.

The format for sending queries:

Sr. No.	Page & Clause No.	Tender Specification Requirements	Queries	Clarification From IPGL
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## 8. Proposal

Consultants shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

## 9. Preparation of Proposals

The proposal as well as all related correspondence exchanged by the Consultants and the

Employer shall be written in English language, unless specified otherwise.

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

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

- (a) A brief description of the consultant's organization will be provided in Form TP-2. In the same Form, the consultant will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job; and on requirements for facilities including administrative support, data, etc. to be provided by the Employer (Form TP-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects; understanding of the scope, approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TP-4 of Section 3. The work plan should be consistent with the Work Schedule which will show in the form of a

bar chart the timing proposed for each activity.

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

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

**Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## **10. Proposal Validity**

The bid shall remain valid for 120 days from the date of opening. Any bid with a shorter validity period will be treated as non-responsive and shall be rejected by IPGL

## **11. Taxes**

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

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

## **12. Currency**

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

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

### **13.1 Earnest Money Deposit**

An EMD of Rs. 2,25,000.00 (Rupee two lakhs twenty-five thousand only), via DD only in the name of India Ports Global Ltd.

Proposal not accompanied by EMD shall be rejected.

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

MSMEs registered with MSME and / or NSIC (pertaining to providing the similar service) are exempted from submitting EMD. However, they are required to submit relevant documentary evidence to substantiate that they are MSE for the services sought by IPGL in the said tender,

failing which, the bids will not be considered for opening. EMD is exempted for bidders subject to submission of a copy of Valid requisite documents.

The MSEs seeking exemption in payment of EMD / Bid Security are required to submit the declaration in the enclosed format as placed below:

**FORM XI**

**DECLARATION IN CASE OF MSME BIDDERS**

In terms of Tender Conditions applicable for Micro, Small and Medium Enterprises (MSEs), we hereby declare as under-

- a. We are a Micro / Small / Medium Enterprise, as on bid closing date of this tender.
- b. We are a Manufacturer of the quoted supply item(s) / service provider for quoted services and valid documentary evidence for same is submitted.
- c. MSME certificate submitted by us is authentic & valid as on bid closing date of this tender.
- d. We declare the above details are true. In case any of the details are found to be false / untrue, our offer will be liable for rejection / cancellation of order / subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory

(With Company Seal & Signature)

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

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

**13.2 Performance Bank Guarantee**

The successful bidder will have to submit Performance Bank Guarantee equivalent to 5% of

value of project awarded with validity period till completion of Assignment / Job i.e. for 6 months plus claim period of 3 months.

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

The original proposals, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person who signed the proposal must initial such corrections. Submission of *letters for both Technical and Financial Proposals should respectively be in the format of TP- 1 of Section 3 & FP-1 of Section 4.*

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

Registration-Bidder should get registered on government E procurement site.

The bidders are required to submit soft copies of their bids electronically on the website, using valid Digital Signature Certificates. The instructions given above are meant to assist the bidders in registering on the n-procure Portal, prepare their bids in accordance with the requirements and submitting their bids online on the above website. More information useful for submitting online bids on the e procurement site.

#### **15. Proposal Evaluation**

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

The employer will constitute a selection Committee to carry out the evaluation process. Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation. The Selection Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

Financial proposal of only those firms who are technically qualified shall be opened on the date

& time specified by employer in the presence of the consultants' representatives who choose to attend.

## **16. Technical Discussions**

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

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

## **17. Award of Contract**

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

## **18. Confidentiality**

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal.

## **19. RFP Document**

The RFP document providing the Term of Reference (TOR), terms and conditions including evaluation criteria and application fee are available on the web site - <https://eprocure.gov.in/eprocure/app>

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

## **20. Submission of Proposal**

Proposal, in its complete form in all respect as specified in the RFP document, must be submitted online. The bids received after due date will be rejected and no action will be taken on these bids.

NOTE-Any change in the venue for the Pre-Bid Meeting and/or Tender Opening, other than the location specified in the Tender Document, shall be communicated to the bidders through an Addendum/Corrigendum. Bidders are advised to regularly visit the official website for updates. In case of any change, the alternative venue shall be within Mumbai only.

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## Section 2

### SCOPE OF WORK/TERMS OF REFERENCE (TOR)

#### **Part I: Objective & Scope of Services**

##### **1.1. Background**

The entire Sittwe Port was constructed by India over the past decade, with progress interrupted by local political unrest. In 2023, it was inaugurated by Hon'ble Minister of Ports, Shipping, and Waterways - Sarbananda Sonowal. Following Chabahar, India has secured the rights to operate a second overseas port, Sittwe, in Myanmar. The Ministry of External Affairs (MEA) has approved a proposal for India Ports Global Limited (IPGL) to take control of the operations of the port situated on the Kaladan River. IPGL intends to appoint a consultant to commission a study for increasing the cargo throughput at Sittwe Port.

##### **1.2. Objective of Assignment**

The need for this study is to provide a detailed plan for enhancing the cargo throughput and operational efficiency of Sittwe Port. The objective is to ensure that the study defines action items that not only strengthens strategic position of Sittwe Port but also promotes sustainable growth and prosperity for the region and its stakeholders.

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

##### ***Catchment Area Assessment:***

- **Geographic Scope:** Define the geographical boundaries of the catchment area that Sittwe Port will serve. This includes key regions within Myanmar and potential international linkages.
- **Economic Activities:** Analyse the major economic activities within the catchment area, including agriculture, manufacturing, and other industries.
- **Transportation Infrastructure:** Evaluate the existing and planned transportation infrastructure (road, rail, and inland waterways) that connects to Sittwe Port. Identify bottlenecks and opportunities for improvement.
- **Demographic Analysis:** Study the demographic profile of the catchment area to understand labour availability, population density, and consumption patterns.
- **Analyse how Sittwe Port and Kaladan Multi Modal Logistics Project can leverage their strategic location to integrate with broader regional initiatives such as BIMSTEC and the India–Myanmar–Thailand Trilateral Highway. The Kaladan Multi-Modal Transit Transport Project (KMTTP) is a cornerstone of India's strategic and infrastructural development,**

especially in the context of its 'Act East' policy and regional integration efforts. The project provides a much-needed alternative to the existing narrow and strategically vulnerable Chicken's neck Siliguri Corridor, enhancing India's control over its northeastern frontier and reducing logistical vulnerabilities. The Sittwe port connects to Paletwa in Myanmar through an inland waterway and from Paletwa to Zorinpui in Mizoram through a road component.

***Cargo Type Identification:***

- **Current Cargo Types:** Document the types and volumes of cargo currently being handled at Sittwe Port.
- **Potential Cargo Types:** Identify new types of cargo that could be handled at Sittwe Port. This may include but not limited to:
  - Agricultural produce (e.g., rice, pulses, fruits, and vegetables)
  - Industrial goods (e.g., machinery, textiles, chemicals)
  - Natural resources (e.g., timber, minerals)
  - Containerized cargo
  - Crude oil via Sittwe to northern region refineries
- **Market Demand Assessment:** Identify and evaluate high-demand commodities.
- **Assess the cargo potential** through nearby inland terminals (IWT terminals) and Coastal cargo potential.
- **Cargo Segmentation Analysis:** Segment the cargo profile by type, volume, and value to identify high-potential areas for development. This analysis will also help in tailoring port services to meet specific cargo needs more effectively.
- **Trade Patterns:** Analyse regional and international trade patterns to identify potential markets and supply chains that can be served by Sittwe Port.

***Market Analysis and Marketing Facilities:***

- **Existing Marketing Facilities:** Assess the current state of marketing facilities available at and around Sittwe Port, including warehouses, cold storage, and logistical support services.
- **Stakeholder Workshops:** Organize workshops with a broad spectrum of stakeholders, including shippers, carriers, and logistics providers, trade partners, to gather qualitative insights into their needs and expectations from port services.
- **Competitive Analysis:** Compare Sittwe Port with other nearby ports in terms of facilities, costs, and services. Identify competitive advantages and areas for improvement.
- **Marketing Strategies:** Develop targeted marketing strategies to attract new cargo and customers. This includes trade promotions, participation in trade fairs, trade facilitation tools and building strategic partnerships.

***Operational Efficiency:***

- Port Infrastructure: Assess the current port infrastructure and its capacity to handle increased cargo volumes. Identify necessary upgrades and investments.
- Regulatory Environment: Review the regulatory framework governing port operations and international trade. Identify any barriers. Examine the integration with India's Act East Policy.
- Provide an overview of Socio-Economic Impact
- Process Optimization Review: Review existing operational processes to identify inefficiencies and bottlenecks. Suggest best practices to streamline operations.
- Port Vision/Perspective plan: Recommend a perspective plan for the Port comprising Short (1 year), Medium (5 year) and long term (10 year) plans and also suggest on potential new investments required to improve operational efficiency.

**Others:**

- The consultant shall also identify the areas for training and suggest on capacity building initiatives needed.
- Identify potential areas of collaboration with Private players for enhancement of infrastructure services and improve operational efficiency.
- The consultant shall support IPGL in coordination Between Central and Provincial Agencies-The involvement of central authorities such as the Ministry of Ports, Shipping & Waterways, the Ministry of Development of North Eastern Region (MDoNER), the Ministry of Road Transport and Highways (MoRTH), and the Ministry of Electronics and Information Technology (MeitY) are pivotal to Sittwe Port. These agencies play critical roles in overseeing road infrastructure linking India's northeastern region with Myanmar and addressing digital connectivity needs.

## 2. Key Deliverables and timeframes

The consultants shall submit the following deliverables

Sr. No.	Deliverable	Timeline from inception
<b>06 months</b>		
1	Catchment area assessment	Within 1 month from signing of contract (T+1)
2.	Cargo type identification	T+2.5 M
3.	Market analysis and marketing facilities	T+4 M
4.	Operational efficiency	T+5 M
5.	Final report	T+6 M

T- Date of signing of contract

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

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

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

## **PART II : TOR related information**

### **1. Conditions under which this RFP is issued**

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

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

## **2. Rights to the Contents of the Proposal**

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

## **3. Acknowledgement of Understanding of Terms**

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

## **4. Evaluation of Proposals**

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

## **5. Language of Proposals**

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

## **6. Eligibility Criteria**

The bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid as outlined Section 9.

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

- i. Copy of Contract / work orders / completion certificate / experience certificate indicating the details of the assignment undertaken / completed / in-progress.
- ii. Registration/ Incorporation Certificate.
- iii. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.

- iv. Gross Annual Turnover (audited annual account) from consultancy during last three years.
- v. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises. This shall be duly signed by the Authorized Representative.
- vi. Duly filled check list as given in **Annexure I** of the RFP.
- vii. Signed tender documents need to be submitted by authorized personal otherwise, the tender will be rejected outright.

### **I. Technical Proposal Content**

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consultant. Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms & Other Undertakings.**

Technical Proposal should be a complete document. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter otherwise, bid will be rejected.

### **II. Financial Proposal Content**

- a) Financial proposal (in Indian Rupees) should be in the form of a lump sum amount exclusive of all taxes for the entire Scope of Services.
- b) The lump sum quote should be inclusive of all expenses which consultant may incur while executing the assignment including Travel, Boarding & Lodging.
- c) Financial proposal must be submitted in the form of all the duly signed forms as per Section 4 of RFP i.e. **Financial Proposal-Standard Forms**

## **8. Evaluation of Proposal**

Each Proposal shall be evaluated according to the following criteria and granted a score. If the score is less than 70 as per the scoring criteria mentioned below, then the bidder will not qualify for financial evaluation. The bidder shall be disqualified and financial bid of those disqualified bidders shall not be opened.

#	Criteria	S. No	Sub- Criteria	Marks
<b>A</b>	<b>Firm Size</b>	<b>A1</b>	<p>Average annual turnover of the bidder:            &gt;=INR 50 Cr to &lt;=INR 60 Cr: 5 marks            &gt;INR 60 Cr: INR 10 marks</p> <p>Average annual turnover of the last 3 FYs (2021-22, 2022-23 and 2023-24) certified by statutory auditors shall be considered for evaluation.</p>	<b>10</b>
<b>B</b>	<b>Certification (SEI CMMi Level 5, / ISO 27001 ISO 14001/ISO 9001)</b>	<b>B1</b>	<ul style="list-style-type: none"> <li>• All 4 Certification   5 Marks</li> <li>• 2-3 Certification   2 Marks</li> <li>• Only 1   1 Mark</li> </ul> <p>Supporting documents required to be submitted as part of the proposal</p>	<b>5</b>
<b>C</b>	<b>Relevant project experience</b>	<b>C1</b>	<p>Experience (ongoing / completed) of working in ports and logistics sector in areas of policy / feasibility study / project conceptualization / analysis of traffic study / financial analysis/ assistance on initiatives under MAKV in the last 5 years preceding the bid due date. Experience to be supported by furnishing copy of Contract / work orders / completion certificate / experience certificate</p> <p>Each additional project shall carry 4 marks each</p>	<b>20</b>
<b>D</b>	<b>Quality of approach methodology</b>	<b>D1</b>	<p>Quality and relevance of Approach and Methodology proposed in the technical proposal evaluated on:</p> <ul style="list-style-type: none"> <li>• Understanding the scope and foreseeable challenges</li> <li>• Approach</li> <li>• Methodology proposed</li> <li>• Work plan</li> <li>• Organization and staffing staffing</li> </ul> <p>This section need not be submitted in the technical proposal but only when bidders are invited for presentation to the evaluation committee</p>	<b>25</b>

#	Criteria	S. No	Sub- Criteria	Marks
E	<b>Qualification &amp; competence of the key staff for the assignment</b>	E1	The details of the minimum requirement of core team and the evaluation criteria are given in Table 1 below	<b>40</b>

<b>D. Qualification &amp; competence of the key staff for the assignment</b>				
S. No.	Position	Number	Educational Background and Experience	Points
1	Team Leader	1	<ul style="list-style-type: none"> <li>Should be an MBA or PGDM or PG in engineering</li> <li>Minimum 15 years' experience in consultancy services</li> </ul>	15
2	Port and Shipping Expert	1	<ul style="list-style-type: none"> <li>Should be a graduate with a BTech. / BE / BSc. or equivalent degree</li> <li>Minimum 10 years of professional experience with roles in working on projects related to ports and logistics</li> <li>Industry experience of more than 20 years would be given an additional 5 marks</li> </ul>	10
3	Infrastructure Expert	1	<ul style="list-style-type: none"> <li>Should be a MBA / MTech / PGDM</li> <li>Minimum 6 years of professional experience with roles in working on projects related to ports and logistics</li> <li>Experience of working with major ports / maritime board will be given preference</li> </ul>	8
4	Market Expert	1	<ul style="list-style-type: none"> <li>Should be a graduate with a BTech. / BE / BSc. or equivalent degree</li> <li>Minimum 5 years of professional experience with roles in working on projects related to ports and logistics.</li> <li>Experience of working with major ports / maritime board will be given preference</li> </ul>	7

Note: At least 2 out of 4 experts proposed should be on bidder's payroll for minimum 1 year.

**Marking methodology to include normalization of technical and commercial scores:**

**Technical Score: (X)**

The evaluation shall be quality cum cost basis with 80% weightage to technical proposal and 20% weightage to financial proposal.

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

$$\text{'Technical' Score of Bidder for the Project (X)} = 100 \times \frac{\text{Marks secured by the respective Bidder}}{\text{Highest Marks secured}}$$

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

Only those Bidders who have secured Technical Score of 70 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 70 for Technical Score shall be rejected.

### **Financial Score: (Y)**

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

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

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

*The 'financial score' of Bidder for the project(Y)*

$$= 100 \times \frac{\text{Lowest offer quoted by the qualified bidder (Rs.)}}{\text{Offer quoted by the respective Bidder (Rs.)}}$$

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

### **Composite Score of the Bidders**

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

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (80% of X)	Weighted Financial Score (20% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

### **9. Support/Inputs to be provided by IPGL**

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

### **10. Payment Terms**

The payment terms are as per the following schedule:

Sr. No.	Deliverable		Fee (% of the total Quoted Amount)
<b>06 months</b>			
1	Catchment area assessment	T+1 month	15%
2.	Cargo type identification	T+2.5	25%
3.	Market analysis and marketing facilities	T+4	25%
4.	Operational efficiency	T+5	20%
5.	Final report	T+6	15%

IPGL reserves the right to extend the assignment at the end of contract period and will communicate the same 4 weeks before completion of the project. The cost for period of extension beyond six months (if applicable) will be discussed mutually.

## **11. General Terms and Conditions**

- (i) Data provided for the study are confidential in nature. The consultant should not share the data without IPGL permission. A certificate regarding non-sharing/informing of confidential data to third parties is to be given by the consultant along with Technical Proposal.
- (ii) At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- (iii) The bidding institution (s) should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- (iv) Rates quoted shall remain firm till completion of works.
- (v) The jurisdiction in case of disputes shall be the Courts of Mumbai.
- (vi) The bidder should be registered under relevant Laws/Acts of the country.
- (vii) In case of any dispute arising, the decision of the IPGL will be final.
- (viii) Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
  - a. Made untrue or false representation in the form, statements required in the application document.
  - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- (ix) **Limitation of Liability for the contract.**

### **For Employer**

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

the selection process for the Assignment. IPGL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.

**For Consultant:**

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

(x) **Consequential Losses**

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

- a. For any indirect or consequential loss or damage; and
- b. For any direct loss or damage equal to the total payments for professional fees and reimbursable expenditure made or expected to be made to the consultants hereunder.
- c. This limitation of liability shall not affect the consultants' liability, if any, for damage to third parties caused by the consultants or any person or Consultant acting on behalf of the consultants in carrying out the services

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

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

(xii) **Intellectual Property Rights**

The Consultant shall continue to retain all pre-existing intellectual property rights in all software, designs, utilities, tools, models, systems and other methodologies and know-how that Consultant already owns or licenses ("Consultant Materials"). However, any intellectual property developed during the course, / as a result of, the services rendered in

relation to the consultancy, shall be and remain property of IPGL and IPGL shall be free to share the same with other Govt. agencies, Ministry and other parties in normal course of business as required .

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

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

**(xiv) Fraud and corrupt practices**

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to this document, including consideration and evaluation of such Applicant's Proposal.
- b. Without prejudice to the rights of the. Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an

Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

in the Selection Process.

\*\*\*\*\*

### Section 3

## **TECHNICAL PROPOSAL-STANDARD FORMS**

**To be submitted by Bidders with their Bids**

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Comments & suggestions on TOR

Form TP 4: Approach & Methodology

Form TP 5: Curriculum vitae

Form TP 6: Information regarding any conflicting activities and declaration thereof.



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

1. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
2. An undertaking regarding non-disclosure/sharing of confidential information with third parties.

**LETTER OF PROPOSAL SUBMISSION**

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [Project Management and Advisory Services] in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal and requisite EMD/ EMD Exemption Document.

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

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

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

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

**A- Consultant's Organization**

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

**B- Consultant's Experience**

[Using the format below, provide information on each Assignment/job for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners (JV member / consortium member) 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).

**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 / Expected Date of Completion	Person/ Project authority who could be contacted

**B) Skill & Competencies & Team Size**

SL. No.	Name of the Team Leader/Member	Qualification/ Professional qualification	No of Years' Experience	Details of Experience	Remarks

**C) Gross Annual Revenue ( in Inr `)**

Financial year	Gross Annual revenue/ Turnover	Revenue/Turnover from consultancy business	Remarks

**(Seal & Signature of Bidder)**

**Note:** Please provide documentary evidence from the client i.e. copy of work order / contract / experience certificate / completion certificate for each of above mentioned completed / ongoing assignments.

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

**1. Inputs on Terms of Reference**

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

**2. On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by the Employer as mentioned in Paragraph 11 of the Section 2 including administrative support, data etc.]

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

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

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) **Organization and Staffing:** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL  
STAFF**

1. Proposed Position :  
[For each position of key professional separate from Tech-5 will be prepared]:
2. Name of Firm :  
[Insert name of firm proposing the Staff]:
3. Name of Staff :  
[Insert full name]:
4. Date of birth :
5. Nationality :
6. Education :  
[Indicate college/university and the specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations :
8. Other Training :
9. Countries of work experience :  
[List countries where staff has worked in the last ten years]:
10. Languages :  
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record :  
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:  
From [Year]: To Year]  
Employer:  
Positions held:
12. Detailed Tasks Assigned :  
[List all tasks to be performed under this Assignment/Job]:
13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned:

[Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification :

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

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

[Full name of authorized representative]

Date:

Place:

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

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

If no, please certify,

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

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

## Section 4

### **FINANCIAL PROPOSAL-STANDARD FORMS**

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1] for the project (06 months). This amount is exclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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

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

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

**Financial Proposal**

Sl. No.	Project Description	Lumpsum Cost* (in Rs)	
1	Work “Appointment of Consultant for Study of Increasing Cargo Throughput at Sittwe Port, Myanmar – part of Kaladan Multi-Modal Transit Transport Project.”		
	<b>Total Project Cost (Excluding Taxes)</b>		

\*Cost mentioned is excluding applicable taxes

Authorized Signature [in full and initials]: Name:

Designation:

Name of firm:

Address:

**Check list of Documents**

The bids shall be accompanied with the followings:

- |   |                                     |
|---|-------------------------------------|
| 1) DD/ Pay order towards EMD (Rs 2,25,000/-)/EMD Exemption Document, Document fee (Rs 10,000/-)                   | <input type="text" value="Yes/No"/> |
| 2) Firm registration certificate.   | <input type="text" value="Yes/No"/> |
| 3) Copy of Work Orders/ Self-certification  | <input type="text" value="Yes/No"/> |
| 4) Copy of completion certificates along with value/Self-certification (If Applicable)                            | <input type="text" value="Yes/No"/> |
| 5) Resume of Team Leader & Team members with supporting documents   | <input type="text" value="Yes/No"/> |
| 6) Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority | <input type="text" value="Yes/No"/> |
| 7) Authority Letter ,   | <input type="text" value="Yes/No"/> |
| 8) Duly Audited copy of Annual Accounts of Last three years   | <input type="text" value="Yes/No"/> |
| 9) Undertaking regarding Non-Disclosure   | <input type="text" value="Yes/No"/> |

Section - 5

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**  
**(On Bidders Letter head)**

Bid Security Declaration Form

Date: ..... Tender No. ....

To (insert complete name and address of the Employer/ Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity  
(i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on ..... day of ..... (insert date of signing)

**Corporate Seal (where appropriate)**

Section 6

**FORM OF AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between the Board of India Ports Global Limited a body corporate under xxxxxxxxxxxxxx Having its Administrative Office Building at Mazgaon, Mumbai (hereinafter called the 'Board', which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part «Name\_of\_Party», «Address\_of\_Party», «Address\_1», «Address\_2», «Address\_3», (Name and address of the Consultant if an individual and all partners if a partnership with all their addresses) (hereinafter called the 'Consultant' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

Whereas the Board is desirous of carrying out the work of “«Name\_Of\_Work»” and whereas the Consultant has offered to execute and complete such works.

And whereas the Consultant has deposited a sum of Rs.«EMD»/-as security in the form of «Form\_Of\_EMD» and/or agreed to deposit the security deposit as follows for the due fulfilment of all the conditions of the contract.

Rs. \_\_\_\_\_ paid towards EMD to be treated as Security Deposit.  
Balance amount of Rs. «Balance Rs. \_\_\_\_\_ /- to be recovered from work bills.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
  2. The following documents shall be deemed to form and be read as construed as part of this agreement viz.: -
    - i. The tender submitted by the Consultant.
    - ii. The conditions of contract.
    - iii. The entire scope of work as per SECTION-III
    - iv. The schedule of items of work with quantities and rate.
  3. The Consultant hereby covenants with the Board to complete the work in conformity, in all respects to the satisfaction of Board in accordance with the provision of the contract.
  4. The Board hereby covenants to pay the Consultant in consideration of such work, the 'Contract Price' at the time and in the manner prescribed by the contract.
- IN WITNESS whereof the parties hereunto have set their hands and seals the day and year first above written.

Signed and sealed by Technical Consultant in the presence of:-

M/s \_\_\_\_\_

\_\_\_\_\_

(Name, signature description and seal of Technical Consultant)

Witness: (Name, signature, address)

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed and delivered by  
Managing Director, IPGL

Witness: (Name, signature, address)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Chief Engineer IPGL  
(For and on Behalf of the Board of  
IPGL)

**Authorized signatory**

**Name and title of  
signatory  
Managing Director,  
IPGL**

**Section 7**  
**INTEGRITY PACT**  
**Between**

**India Ports Global Limited (IPGL)** hereinafter referred to as "**The Principal**"  
and

..... (Name of the bidders) hereinafter referred to as "**The Bidder / Consultant**"

**PREAMBLE**

The principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. .... The principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Consultant(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The principal will exclude from the process all known prejudicial persons.
  
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s) / Consultant(s)**

- (1) The Bidder(s) / Consultant(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Consultant(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) / Consultant(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Consultant(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Consultant(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Consultant(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - e. The Bidder(s) / Consultant(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Consultant(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s) / Consultant(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder (s) / Consultant(s), from the tender process-

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Consultant, the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Consultant(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Consultant shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that, no previous transgressions occurred in the last three

years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

### **Section 6 - Equal treatment of all Bidders / Consultants**

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders. -DELETED
- (2) There is no provision of sub-contract in the tender, any violation of the same, Consultant shall be held solely responsible for the same.

### **Section 7 – Criminal charges against violating Bidders / Consultants**

If the principal obtains knowledge of conduct of a Bidder or Consultant or of an employee, or a representative, or an associate of a Bidder or Consultant, which constitutes corruption, or if the principal has substantive suspicion, in this regard, the principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

### **Section 8 - External Independent Monitor**

- (1) The principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Consultants as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Consultant(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the Consultant. The Bidder / Consultant will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Consultant with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Consultant(s) with confidentiality. The Monitor has also signed declaration on "Non- Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, IPGL and recues himself / herself from that case
- (5) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in

this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

### **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMS.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged / determined by the MD, IPGL

### **Section 10 – Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai, Maharashtra.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) Deleted
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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(For & on behalf of the Principal)  
Consultant

(Office Seal)

Signature of Witness:  
(Name & Address)

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(For & on behalf of the Bidder/  
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(Office Seal)

Signature of Witness:  
(Name & Address)

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Place: Mumbai

Date:

## Section 8

### **GENERAL CONDITIONS OF CONTRACT**

#### **5.1 Performance Security:**

5.1.1 The Successful Bidder shall be required to submit a Performance Security constituting/amounting to 5% of the Contract Price. To be submitted in the form of a BG within 21 days from the date of receipt of Letter of Acceptance.

Failure of successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of Bid Security (i.e., EMD) and the Bidder can be disqualified from bidding for any contract with IPGL for a period of three years from the date of notification.

5.1.2 The Bank Guarantee towards P.G. is acceptable only, if issued by Nationalized Bank/Schedule Bank (except Cooperative Bank) having its Branch at Mumbai

5.1.3 The specimen Form at Bank Guarantee is given in Section VII.

5.1.4 The validity of the bank guarantee should be kept up to 90 days from the date of completion of the contract period or extensions granted, if any. In addition to the above the bank guarantee should have a claim period of 3 months from the date of expiry of the Bank Guarantee.

#### **5.1.5 Forfeiture of Security Deposit:**

IPGL may, at his option, forthwith forfeit the security deposit in whole or in part if in the opinion of IPGL the Bidder has failed to carry out the work or perform or fulfil any of the conditions of the contract. IPGL also at liberty to deduct from Performance Guarantee or from any sums of money due or that may become due under contract with the Bidder that may become due to the IPGL. This is without prejudice to any and all right of the Board under the terms of the Contract.

#### **5.2 Contract Period: The Contract period will be for 6 months.**

#### **5.3 Project Office and Work Place:**

Deleted

#### **5.4 Working Days & Leave:**

5.4.1 The Consultant will function during all the working days (Monday to Friday ) and, if required, on holidays also during exigencies.

5.4.2 Prior intimation of the leave to IPGL is must.

#### **5.5 Availability of Key Personnel:**

The Consultant should provide a detailed description of the resources that will be applied to the assignment, especially adequately experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract. The Consultant shall assign specific individuals to the key positions and that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to IPGL. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify IPGL, and shall, subject to the concurrence of the IPGL, replace such personnel with personnel of substantially equal ability and

qualifications.

5.6 DELETED

5.7 DELETED

5.8 No local transport will be provided to the Consultant. However, in case they are required to travel outside headquarter as per instructions of M.D., IPGL. the upper most entitled class of journey will be “2nd AC” class in case of journey is performed by Rail or Road. However, in case of exigency, the Consultant may perform journey by Air (Flight) in “Economic Class” to attend the meeting at offices outside of headquarter with prior permission of M.D, IPGL. Other expenses like hotel accommodation, food, taxi hire charges etc. during journey will be paid as per actuals on submission of bills. The actual expenditure will be reimbursed on producing bills supported with original vouchers by the consultant to IPGL.

5.9 The team will work under the administrative control of M.D. IPGL. The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of IPGL.

5.10 DELETED

**5.11 Mode & Release of Payment:**

All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

The Employer shall cause the payment of the Consultant within thirty (30) days after the receipt of the invoice with supporting documents.

**5.12 Signing of Agreement**

The Bidder whose tender is accepted will be required to enter into an agreement within 21 days of receipt of Letter of Acceptance, the form of which (subject to necessary modification) will be as set out in the form appended to the conditions of the contract at Section-VIII. The cost of stamping the agreement and final acceptance etc., shall be borne by the successful Consultant.

**5.13 TAXES & DUTIES:**

5.13.1 Income tax and surcharge as applicable shall be deducted at source by IPGL in accordance with Income Tax act and in accordance with instruction issued by Tax Authorities on this behalf from time to time for this TDS certificate will be given.

5.13.2 GST Clause: The Consultant shall quote the price exclusive of GST. The Consultant shall quote prevailing GST rate separately, which shall be reimbursed by IPGL after ascertaining necessary compliance as per Goods & Service Tax Act, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the Consultant. TDS under GST rules as applicable will be deducted from payment.

5.13.3 Consultant/ service provider/ supplier etc. has to ensure timely and proper filling of GSTR- 1 so that IPGL can avail input tax credit in timely manner. In case IPGL not allowed input tax credit due to failure on part of the Consultant/ service provider/supplier etc., it will be a financial loss

to the IPGL and therefore same shall be recovered from the payment / deposit of the Consultant / service provider / supplier etc.

5.13.4 The element of GST will not be considered for evaluation of financial proposal.

**5.14 CARE AND DILIGENCE:**

The Consultant shall exercise all reasonable care and diligence in discharge of Technical, Professional and Contractual duties to be performed by them and will be fully responsible for carrying out their duties properly.

**5.14 SUSPENSION:**

5.14.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

5.14.2 (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension

**5.15 TERMINATION OF SERVICES:**

5.15.1 This Contract may be terminated by either Party as per provisions set forth below:

The Client/Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) to (c); at least sixty (60) calendar days' written notice in case of the event referred to in (d); and at least five (5) calendar days' written notice in case of the event referred to in (e)

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 5.15.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
- d) If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- e) If the Consultant fails to confirm availability of Key Experts as required in Clause 3.2 & Clause 5.5

5.15.2 Furthermore, if the Authority determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Authority may, after giving fourteen (14) calendar days written notice to the Bidder, terminate the Consultant's employment under the Contract

5.15.3 The Balance work will be carried out by IPGL at the risk and cost of the Bidder. The Performance security shall be forfeited in case of termination of contract. The decision of IPGL in this regard shall be final and binding upon the Bidder.

5.15.4 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Authority, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause:

5.15.5 If the Authority fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

5.15.6 If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

5.15.7 If the Authority fails to comply with any final decision reached as a result of arbitration.

5.15.8 If the Authority is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Authority of the Consultant's notice specifying such breach.

## **5.16 DISPUTE RESOLUTION**

### **5.16.1 Amicable Settlement**

If any dispute or difference or claims of any kind arises between the Authority (IPGL) and the Bidder/Consultant in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Contract, whether before or after the termination of this Contract, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

### **5.16.2 Conciliation**

In case any dispute is not resolved amicably as provided in clause 5.17.1, the Bidder/Consultant shall agree to refer the matter to Conciliation & Settlement Committee established by the Authority (IPGL) as per provisions contained in Part-III of the Arbitration & Conciliation (Amendment) Act, 2015. The standard operating procedures for conciliation and settlement of disputes through the conciliatory process and the constitution of the committee shall be contained in the policy guidelines issued by the Authority (IPGL) on the subject, which shall be in alignment with the provisions contained in Sections 63 and 64 of the Arbitration & Conciliation (Amendment) Act, 2015. In case the recommendations/decision of the committee is not acceptable to the Bidder/Consultant, it shall be free to refer the dispute to arbitration in accordance with the provisions of Clause 5.17.3.

### **5.16.3 Arbitration:**

Any Dispute which is not resolved amicably as provided in Clause 5.17.1 and 5.17.2 shall be finally settled by arbitration as set forth below:

- i. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to an arbitrator appointed by the parties under the Arbitration and Conciliation Act 1996

as amended from time to time.

- ii. It is a term of the contract that only such question and disputes as were raised during progress of work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of parties during the guarantee period after completion of the work.
- iii. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- iv. It is also a term of the contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal Officer or his nominee that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- v. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claimwise detail and speaking award and it should be supported by reasoning.
- vi. The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- vii. The arbitrator from time to time, with the consent of both the parties, enlarges the time for making and publishing the award.
- viii. Arbitration shall be conducted in accordance with the provision of Indian Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- ix. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- x. It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- xi. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

#### **5.17 Language and Law Governing the Contract:**

English language shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract. This contract, its meaning and interpretation, and the relation between the IPGL and Consultant shall be governed by the Applicable law in India.

#### **5.18 Confidentiality**

The Consultant and their Personnel shall not, either during the term or within payment valid (2)

years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Board's business or operations without the prior written consent of the Board.

### **5.19 Reporting Obligations**

The Consultant shall submit to IPGL the reports and documents as specified in the Scope of Services.

### **5.21 Documents Prepared by the Consultant to be the Property of IPGL**

All reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the IPGL. The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the IPGL.

### **5.22 Integrity Pact (IP)**

The bidder has to sign an Integrity Pact with IPGL.

#### **Procedure for signing Integrity Pact:**

1. The IP duly signed by Employer/Authorized Person (of IPGL) in presence of a witness along with the witness signature shall be uploaded on n-procure portal.
2. The bidder shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the Potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
3. The procedure mentioned above regarding signing IP Agreement by both the parties shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then the bidder shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of IPGL within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified / non-responsive.

However, the Integrity Pact is to be executed on Stamp paper with the successful bidder only.

## Section 9

### FORMAT FOR PERFORMANCE BANK GUARANTEE/ SECURITY

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,  
The Board of India Ports Global Limited,  
**India Ports Global Limited**  
Address-\_\_\_\_\_.

In consideration of the Board of India Ports Global Limited incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of India Ports Global Limited, its successors and assigns) having agreed to exempt (hereinafter called the "Consultant") (Name of the Consultant/s) from the demand under the terms and condition of the contract, vide

(Name of the Department)'s letter No. \_\_\_\_\_ Date \_\_\_\_\_ made between the Consultants and the Board for execution of \_\_\_\_\_ covered under Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract") for the payment of Performance Security in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said consultant of the terms and condition of the said contract, on production of a bank Guarantee for

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) hereinafter referred to as "the Bank") at the request of the Consultants do hereby undertake to pay to the Board an amount

not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any breach by the Consultants of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the Consultant's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, \_\_\_\_\_ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Consultants and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Consultants, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Consultants from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Consultants and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Consultants or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Consultants or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. It is also hereby agreed that the Courts in [insert city] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only);

(b) This Bank Guarantee shall be valid up to ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of expiry of Guarantee).”

10. (i) Name of Beneficiary's Bank is \_\_\_\_\_.

(ii) IFSC No. of Beneficiary's Bank is \_\_\_\_\_.

(iii) Bank Account No. of Beneficiary is \_\_\_\_\_.

Date day of 20 For

(Name of Bank)

(Name)

Signature