

Request for Qualification

(RFQ)

For

Empanelment of Firms/Companies
For
Reuse of Waste Water Management
System for all Major Ports



Indian Ports Association

1st Floor, South Tower, NBCC Place

B.P Marg, Lodi Road

New Delhi - 110 003

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

Email: tender.ipa@nic.in

(January, 2019)

LETTER FOR ISSUE OF RFQ
FOR
Empanelment of Firms/Companies
For
Reuse of Waste Water Management System for all Major Ports

The set of RFQ document is issued to:

Name: _____

Address: _____

IPA

Signature of the Officer Issuing the RFQ Document:

Indian Ports Association

IPA/GAD/CoE/RFQ/RWW/2019

23/01/2019

Notice for “Empanelment of Firms/Companies For Reuse of Waste Water Management System for all Major Ports”

Indian Ports Association, as part of establishment of Centre of Excellence in different functional areas intends to prepare a panel of firms/companies for Reuse of Waste Water Management system for all Major Ports. Indian Ports Association invites ‘Request for Qualification’ (RFQ) for Empanelment of firms/companies for Reuse of Waste Water Management system for all Major Ports.

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

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

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

Event/ Description	Time/Date
1. Last date/time for receiving queries/clarifications	1300 hrs. on 05.02.2019
2. Pre-Bid Conference	1500 hrs. on 05.02.2019
3. Bid Submission Date & Time	1500 hrs. on 15.02.2019
4. Bid Opening date & Time	1530 hrs. on 15.02.2019
5. Validity of Bid	180 days from the date of Opening of bid.

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

Softcopy of the complete proposal in Pen drive in PDF & Word format should be submitted along with the Technical Proposal.

Indian Ports Association

“Empanelment of Firms/Companies For Reuse of Waste Water Management System for all Major Ports”

1. INTRODUCTION

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

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

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

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

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

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

2. Objective

The objective of this RFQ is to prepare a panel of Firms/Companies for use by the major ports for the services in the area of Sewage Water Treatment. The individual Major Port seeking supply on their port shall invite offers from the panel of firms/companies so prepared for the respective categories and at that time shall also prescribe RFP, with due incorporation of various applicable clauses.

3. Broad Role of Firms/Companies:

Bidders are expected to be well conversant with the technologies for sewage treatment plan and should have done survey, investigation, design, construction, testing, commissioning and operation of Sewage Treatment Plant (STP), sewerage and recycled water network. However, while inviting the RFP, concerned Port will spell out the detailed scope of work of Reuse of Waste Water Management requirement.

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

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

Section 1
(Instructions to Bidders)

1. Definitions

- (a) “Employer” means the Indian Port Association, New Delhi (IPA) / Ministry of shipping which has invited the bids for Empanelment of Firms/Companies for Implementation of Reuse of Waste Water Management System for all Major Ports with whom the selected suppliers signs the Contract for the Services and shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Bidder/Supplier” means any interested Firm/Company/Agency who submits 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 relevant documents listed in this RFQ that is, General Conditions (GC), the project Specific Conditions (SC) and the Appendices.
- (d) “Project specific information”, means such part of the Instructions to bidders used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India.
- (g) “Instructions to the Suppliers” (Section 1 of the RFQ) means the document, which provides bidders with all information needed to prepare their proposals.
- (h) “Personnel” means professionals and support staff provided by the Supplier or by any Sub- supplier and assigned to perform the Services or any part thereof.
- (i) “Proposal” means the Technical Proposal.
- (j) “RFQ” means the Request for Qualifications prepared by the Employer for the selection of ‘Suppliers’.
- (k) “Assignment/Job” means the work to be performed by the Bidder pursuant to the Contract.
- (l) “Sub- Supplier” means any person or entity with whom the Supplier subcontracts any part of the Assignment/job.
- (m) “Terms of Reference” (TOR) means the document included in the RFQ at Section 2 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Supplier, and expected results and deliverables of the Assignments/job.

- (n) “MLD” means Million litres per day.
- (o) “STP” means Sewage Treatment Plant.
- (p) “FTE” means Full Time Employee.

2. Introduction

- 2.1 The Employer will select a Firms/Companies or Firm in accordance with the method of selection specified in this RFQ.
- 2.2 The name of the assignment/job has been mentioned in Introduction Section. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 2.
- 2.3 The date, time and address for submission of the proposals have been given in Section 1.
- 2.4 The Employer will provide to the Firms/companies or Firm the inputs and facilities specified in the Section 2 without any cost and make available relevant project data and reports.
- 2.5 Bidder shall bear all costs associated with the preparation and submission of their proposals. 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 bidder.

3. Clarification and Amendment of RFQ Documents

- 3.1 Bidders may request a clarification on any clause of the RFQ documents before 1300 Hrs. on 05.02.2019. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address indicated in this Section.
- 3.2 The Employer will respond by standard electronic means by uploading on IPA website. Should the Employer deem it necessary to amend the RFQ as a result of a clarification, it shall do so, following the procedure under Para 3.3 below.
- 3.3 At any time, Employer may amend the RFQ by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the web site of IPA. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

- 3.4 The Firm shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same .
- 3.5 The firm should obtain permission from the Customs department and other local authorities if any, for installation and operation of sewage treatment plant for reuse of waste water.

4. Conflict of Interest

- 4.1 Employer requires that Supplier provides professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 4.2 Without limitation on the generality of the foregoing, the supplier, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

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

Conflicting Assignment/job: A Supplier (including its Personnel and Sub-Firms/companies) 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 Supplier to be executed for the same or for another Employer.

Conflicting relationships: A Supplier (including its Personnel and Sub-Firms/companies) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of

the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

4.3 The supplier 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 supplier 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 supplier during bidding process or the termination of its Contract during execution of assignment.

4.4 No agency or current employees of the Employer shall work as firms/companies/supplier under their own ministries, departments or agencies.

5. Unfair Advantage

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

6. Proposal:

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

7. Preparation of Proposals

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

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

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

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

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

c) CVs of the Professional staff as mentioned above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TP-4 of Section 3).

d) Softcopy of the complete proposal in Pen drive in PDF & Word format shall be submitted.

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

8. Earnest Money Deposit (EMD):

Nil

9. Submission, Receipt and Opening of Proposal

9.1 The bid documents should be properly numbered and shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder themselves. The person who signed the proposal must initial such corrections.

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

9.3 The original and all copies of the bid documents (along with soft copy in word and PDF format in Pen-drive) shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” followed by the name of the assignment/ job. The envelope containing the Technical Proposal shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE-1530 hrs. of 15.02.2019”. The Employer shall not be responsible for misplacement, loss of documents or premature opening if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be cause for Proposal rejection.

9.4 The Proposal must be sent to the address indicated in Clause No. 16 of Section 1 and received by the Employer not later than the time and the date indicated in the RFQ documents or any extension to this date in accordance with this RFQ. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

10 Proposal Evaluation

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

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

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

11. Evaluation Process:

The applications will be scrutinized as per the criteria given in the RFQ documents and a list of empanelled Firms/Companies will be prepared and communicated to all the Major Ports. The Major Ports as and when required will obtain offers, along with key personnel required specifically for the project from the firms/companies, who are empanelled for Implementation of Reuse of Waste Water Management System.

12. Confidentiality

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

13. Dispute between the Bidder and Employer:

In case of any dispute between the Employer and the Bidder, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved dispute between the Bidder and Employer shall be referred to two arbitrators (one to be nominated by the "Bidder " and one by "Employer", or in case of said arbitrators not agreeing, then to an Umpire to be appointed by the said arbitrators) in writing. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be final and binding on all parties to the contract and the provisions of the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Contract. The Joint Arbitrators/Umpire may from time to time with the consent of parties enlarge the time for making and publishing the award. The Joint Arbitrators/Umpire will be bound to give detailed and speaking award and it should be supported by reasoning. The venue for arbitration shall be New Delhi only. Only questions and disputes as were raised during the execution of the assignment till its completion and not thereafter shall be referred to Arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work. While invoking arbitration the Agency shall give a list of disputes with amounts in respect of each dispute along with the notice for Engagement of Arbitrator. If the Bidder does not make any demand for Engagement of Arbitrator within 120 days of receiving from concerned Port that final bill

is ready for payment, the claim of Bidder shall be deemed to have been waived and absolutely barred and the employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both parties.

14. Numbering of Bid pages:

The Bidder must ensure that all the pages of Application/bid documents are serially numbered. The total number of pages should be written on the front page of the Application document.

15. Timelines and Schedule:

The schedule for receipt of the application/bid is as follows:

<u>Sl No.</u>	<u>Event/Description</u>	<u>Time/Date</u>
1	Last date/time for receiving queries/clarification	1300 hrs. on 05.02.2019
2	Pre-Bid Conference	1500 hrs. on 05.02.2019
3	Bid Submission Date & Time	1500 hrs. on 15.02.2019
4	Bid Opening Date & Time	1530 hrs. on 15.02.2019
5	Validity of Bid from the date of opening of Bid	180 Days.

16. Submission of Bid Proposal:

Bid Proposal (One original hard copy and one Softcopy in word & PDF format) in complete form in all respect, as specified under the heading ‘Timeline and Schedule’ of Section-1 must be submitted in sealed envelope indicating clearly on envelope as **“Empanelment Of Firms/ Companies For Reuse of Waste Water Management System for all Major Ports”**

To:

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

Bid(s) received after due date and time will be rejected and no action/evaluation will be undertaken on these bids.

Section 2

(Terms of Reference)

“Empanelment Of Firms/Companies For Reuse of Waste Water Management System for all Major Ports”

Part-I

1. Brief scope of work:

Indian Ports Association has launched its Request for Qualification (RFQ) for, which would allow the empanelment of firms/companies for Reuse of Waste Water Management System for all Major Ports.

The brief scope of work, hereinafter referred to as “Work” is “Survey, Investigation, Design, Construction, Testing, Commissioning and Operation of waste water collection, treatment and reuse System (Sewerage Project) and its operation.. A brief description of project is as given below:

- ✓ Survey, Investigation, Design, Construction, Testing and Commissioning of Sewerage Treatment Plant (STP) of various capacities.
- ✓ Construction, supply, erection and commissioning of RCC sump well along with providing and installation of pumps from sump well to STP.
- ✓ Construction, supply, erection and commissioning of clear water reservoir (CRW) along with providing and installation of pump and other necessary arrangements to convey the water from CRW to water tankers for reuse of treated water.
- ✓ Planning, Design, Construction and Commissioning of sewerage network and recycled water network
- ✓ SCADA implementation

2. Services: Empanelment of Firms/Companies for Implementation of Reuse of Waste Water Management System for at all Major Ports in India. The services under identified category shall also include but not limited to:

- i. Study of the existing processes, procedures and practices of the Major Ports where implementation of STP is needed or where it already exists and needs to be upgraded.

- ii. Assistance in defining the Policies, objectives and scope of the STP management system to be implemented in Ports.
- iii. Assistance in setting objectives, targets and a framework of review and corrective actions for achieving continual improvements in performance.
- iv. Assistance in identifying risks and suitable control measures in the process of implementation of the STP Management System.

The firms/companies shall be able to demonstrate benefits realized due to the implementation of systems conforming to the above standards in addition to the certification.

3. The specific requirement of works at ports is as under:

- High quality STP as per the quantum of volume of Reuse of Waste Water Management is required to be installed at the port.
- Facility for supply, construction, installation and successful operation of STP at Major ports.
- Correct capacities to be constructed and commissioned.

PART II:

4. TOR related information (Conditions under which this RFQ is issued)

- i. This RFQ is not an offer and is issued with no commitment. IPA reserves the right to withdraw the RFQ and change or vary any part thereof at any stage. IPA also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFQ to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. IPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFQ
- iii. The bidder shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fees, expenses associated with any demonstration or presentations which

may be required by IPA or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the bidder and IPA shall not be liable in any manner whatsoever for the same or for any other expenses incurred by the bidder in preparation or submission of the Proposal.

- iv. IPA reserves the right to withdraw this RFQ, if it is in the best interest of the Government of India.
- v. Timing and sequence of events resulting from this RFQ shall ultimately be determined by IPA.
- vi. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this RFQ and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IPA shall be superseded by the definitive agreement that results from this RFQ process. Oral communication by IPA to bidders shall not be considered binding on IPA, nor shall any written materials provided by any person other than IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of, or relating to this RFQ or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the bid evaluation process at any stage.

5. Evaluation of Proposals:

The bidder's proposal/bid will be evaluated as per the requirements specified in the RFQ and adopting the qualifying criteria as spelt out in this RFQ. Bidders are required to submit all required documentation in support of the qualification criteria as specified in RFQ.

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

- i. Copy of Completion Certificate indicating the details of previous assignment, client etc. The Competent authority of the firm/company shall self-certify if the it has done

assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance. However, IPA has the right to counter check / verifies the documents with the certificate issuing authority/official.

- ii. Key personnel i.e. CVs of key personnel and details of associate/s likely to be involved in executing this assignment.
- iii. An undertaking stating that the firm/company is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- iv. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- v. Statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the bidder/s.
- vi. Annual Turnover Certificates duly certified by the Statutory Auditor / Audited Balance Sheet for last 3 financial years (Year 2015- 16, 2016-17 and 2017-18) and Completion Certificate for construction and commissioning of STP by the firm / company for the last 7 F.Y (2012-13,2013-2014,2014-2015, 2015-16, 2016-17 , 2017-18 and 2018-19).
- vii. Certificate of incorporation, PAN Number & GST Registration.
- viii. Covering letter declaring the offer to be unconditional, with its validity for 180 days from the date of opening of bid and a list of all the documents submitted along with the Bid.

7 Eligibility and Pre-Qualification Criteria for Empanelment of Firms/Companies for Reuse of Waste Water Management System for all Major Ports:

The Bidders shall meet the following qualifying criteria;

Stage-1 (PQ)

- 7.1 Average annual turnover during the last 3 financial years ending with 31st March (Year 2015-16, 2016-17 and 2017-18) should be at least Rs 2.0 crores, duly certified by Statutory Auditor/Chartered Accountant.
- 7.2 Bidder must have experience in design, construction and commissioning of a minimum capacity of 1.0 MLD STP in a single project during the last 7 F.Y (2012-13,2013-

2014,2014-2015, 2015-16, 2016-17 , 2017-18 and 2018-19).

7.3 The firm/company should have not less than 2 Full Time Employees (FTE) in house professionals in the relevant category.

7.4 Full Time Employees should have Bachelor Degree in Engineering / Technology or Master Degree in Science or Master Degree in Management and overall experience of 5 years in providing the services for STP installation and commissioning.

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

Stage II

8.0 Evaluation Criteria:

(Short Listing/Scoring criteria for empanelment of Firms/Companies and their category):

Sl No.	Capacity of STP constructed in a single project during last 7 years	Category
1	Above 4 MLD	A
2	Above 2 MLD to 4 MLD	B
3	Upto 2 MLD	C

9. The bidder shall furnish the CVs of the proposed FTE professionals along with supporting documents e.g. letter issued by the HR department of the company, etc in support of their being on full time engagement with the company and provide an organization structure of the company, indicating there in the level of FTE professional proposed.

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

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

10. Empanelment will be based on the scoring obtained as per Stage-II Evaluation Criteria as follows:

Category of Firms/Companies	Capacity of STP constructed in a single project during last 7 years
Category A	Above 4 MLD
Category B	Above 2 MLD to 4 MLD
Category C	Up to 2 MLD

11. General Terms & Conditions:

- 11.1 The empanelment of firms/companies will be valid for three years which can be extended for the period, as may be arrived at mutual consent from the date of original empanelment or any date stated in the empanelment letter.
- 11.2 The empanelment made by IPA is intended to be used by all Major Ports.
- 11.3 For applicants who are subsidiaries of foreign companies (Equity of Foreign entity more than 50%) and if their turnover are claimed, the IPA/Major Port shall insist a letter from the Parent Company to make their services available to Indian Company as required and demanded by IPA/Major Ports without any extra financial liabilities.
- 11.5 Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
- (i) Made untrue or false representation in the form, statements required in the application document.
 - (ii) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
 - (iii) Submit fake, fictitious or fabricated documents in support of their work experience, eligibility criteria etc.
- 11.6 It may be noted that after empanelment, Major Ports shall have sole right and discretion to allot the work to firms/companies(s) commensurate to their capabilities and capacities. No complaint/representation/grievance shall be entertained by Major Ports/IPA in this regard.
- 11.7 For the purpose of empanelment, applications/bids received will be evaluated based on the basis of the details furnished and minimum criteria specified by the IPA .

11.8 Applicant has to furnish following undertaking along with bid.

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

12 Fraud and corrupt practices

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

12.2 Without prejudice to the rights of the. Authority herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Firms/companies, 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 Firms/companies shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of three years from the date such Applicant or Firms/companies, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

12.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising 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· firms/companies! adviser of the Authority in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;(c)"coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) Having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

13 Conflict of Interest:

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

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

13.3 Addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if: the Applicant, its consortium member (the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling

shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect share holding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply

.to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this, indirect share holding held through one or more intermediate persons shall be computed as follows:

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

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

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

- 13.4 For purposes of this bid, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- 13.5 An applicant eventually appointed to provide consultancy by any Seaport trust or any specific project and its associate, shall be disqualified from subsequently providing goods or works or services related to the operation of the same Project-and-any breach -of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion 'of the original assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this 'restriction shall not apply to consultancy/ advisory services performed for the Seaport Trust in continuation of a specific Consultancy or to any subsequent consultancy/ advisory services performed for the Seaport Trust in accordance with the rules of the Port Trust. For the avoidance of doubt, an entity affiliated with the Firms/companies shall include a partner in the Firms/companies' firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Firms/companies, as the case may be, and any Associate thereof.

Guidance Note at Schedule

(See Clause 13 of Section 2)

Guidance Note on Conflict of Interest:

1. This Note further explains and illustrates the provisions of Clause 13 of the RFQ under Section 2 and shall be read together therewith in dealing with specific cases.
2. Supplier should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of a Bidder/Supplier should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Major Ports/IPA and a Supplier or between Supplier and present or future concessionaries/ Bidders. Some of the situations that would involve conflict of interest are identified below:

(a) Major Ports/IPA and Supplier:

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

(b) Supplier and concessionaires/Bidders’:

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

RFQ For Selection of Firms/Companies for Reuse of Waste Water Management System for all Major Ports’:

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

1. The normal way to identify conflicts of interest is through self-declaration by Supplier. Where a conflict exists, which has not been declared, competing companies are likely to

bring this to the notice of the Major Ports/IPA. All conflicts must be declared as and when the Supplier become aware of them.

2. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Supplier’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese Walls approach than smaller companies. Although, Chinese Walls approach than smaller companies. Although, “Chinese Walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese Walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by the Supplier coupled with provision of safeguard to the satisfaction of the Major Ports/IPA.

3. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Firms/companies drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

4. Another form of conflict of interest called “scope-creep” arises when Suppliers advocate either an unnecessary boarding of the terms of reference or make recommendations which are not in the best interest of the Major Ports/IPA but which will generate further work for the Suppliers. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Firms/companies to extend the length of their assignment.

5. Every project contains potential conflicts of interest. Supplier should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Major Ports/IPA at the earliest. Officials of the Major Ports/IPA involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Section 3
(Technical Proposal-Standard Forms)

Form TP 1: Letter of Proposal submission

Form TP 2: Firm(s)'/Companies organization & experience

Form TP 3: Comments & suggestions on TOR

Form TP 4: Curriculum vitae

Form TP 5: Information regarding any conflicting activities and declaration thereof.

Technical Proposal-Other Undertakings

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

LETTER OF PROPOSAL FOR SUBMISSION

To: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to Supply/Assignment/job for [**Empanelment of Firms/Companies for Reuse of Waste Water Management System for all Major Seaports**] in accordance with your request for qualification dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal sealed under a envelope.

We are submitting our Proposal in association with [Insert a list with full name and address of each Firms/companies, Firm/Company]

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

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

FIRMS/COMPANIES'S ORGANIZATION AND EXPERIENCE

A- Supplier'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 supplier has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B- Supplier's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Supply Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted). In case of consortium, association of Suppliers, the supplier must furnish the following information for each of the consortium member separately]

A) Organizational Experience:

Sl. No	Name of Entity with complete communication address.	Order No. and Date	Scope of STP Construction work in last 7 years	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/ Project authority who could be Contacted for Further Information.	Supporting Documents

B) Gross Annual Revenue (in 'Rs'):

Financial year	Gross Annual Revenue/Turnover	Remarks, if any
2015-16		
2016-17		
2017-18		

(Seal & Signature of Bidder)

C) Capacity of STP constructed in MLD:

Financial Year	Capacity of STP constructed in MLD	Remarks
2012- 2013		
2013- 2014		
2014- 2015		
2015-2016		
2016-2017		
2017- 2018		
2018- 2019		

(Seal & Signature of Bidder)

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

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

1. On the Terms of Reference

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

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional separate from Tech-5 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the Staff]:

3. Name of Staff:

[Insert full name]:

4. Date of birth:

5. Nationality:

6. Education:

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

7. Membership of Professional Associations:

8. Other Training:

9. Countries of work experience:

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

10. Languages:

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

11. Employment Record:

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

From [Year]: To

Year] Employer:

Positions held:

12. Detailed Tasks Assigned:

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

13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned:

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

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

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

[Full name of authorized representative]

Date:

Place:

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

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in Para 4 of Section 1, If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm does not indulge in any such activities which can be termed as the conflicting activities under Para 4 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/Company:

Address: