

**E-Request for Proposal (eRFP)
for
Appointment of
Project Management Unit
for
Development of National Maritime
Heritage Complex at Lothal, Gujarat**



**Indian Ports Association
1st Floor, South Tower, NBCC Place
B. P Marg, Lodi Road
New Delhi - 110003
Ph No : 011-24369061/63;
Fax No : 011-24365866**

Appointment of Project Management Unit for Development of NMHC, Lothal

Sr. No: 1

Cost of Bid Document: Rs.25,000.00/-

Date: 09.07.2019

Procurement Schedule

Sr. No.	Particular	Details
1.	Name of Assignment	E-Request for Proposal(eRFP) for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat
2.	Issue of RFP Document	Indian Ports Association, New Delhi
3.	Last date for Submission of Bid	04.08.2019 at 1500 hrs IST
4.	Cost of RFP / Bid Document	Non-refundable: Cost of RFP is Rs 25,000.00/- (Rupees Twenty Five Thousand only) which shall be payable in the form of Demand Draft (D.D)/ Banker's Cheque / Pay Order Note: the Demand Draft / Banker's Cheque / Pay Order shall be drawn from any Nationalized/ Scheduled Bank in favor of "Indian Ports Association" payable at New Delhi.
5.	Last Date of Receiving Queries on RFP	15.07.2019 upto 1100 hrs
6.	Pre-bid Meeting	15.07.2019 at 1500 hours Venue: Indian Ports Association (IPA)
7.	Issuance of reply to Pre Bid queries	22.07.2019
8.	Opening of Technical Bids	05.08.2019 at 1530 hrs
9.	Presentation by Bidders	to be decided by the competent authority
10.	Declaration of Technical Result	to be decided by the competent authority
11.	Opening of Financial Bids	to be decided by the competent authority
12.	Proposal Evaluation Result	to be decided by the competent authority
13.	Award of Contract	to be decided by the competent authority

Online Bids will be accepted only at eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPPP). If any bidder failed to submit online, then Bid shall be treated as "Non-Responsive".

ISSUED TO:.....

SIGNATURE OF THE ISSUING AUTHORITY

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Disclaimer

The information contained in this eRequest for Proposal document (the "eRFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Indian Ports Association (IPA) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this eRFP and such other terms and conditions subject to which such information is provided.

This eRFP is not an agreement and is neither an offer nor invitation by IPA to the Bidders or any other person. The purpose of this eRFP is to provide interested parties with information that may be useful to them in preparing their proposals pursuant to this RFP (the "Bid/ Proposal"). This eRFP includes statements, which reflect various assumptions and assessments arrived at by IPA in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This eRFP may not be appropriate for all persons, and it is not possible for IPA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this eRFP. The assumptions, assessments, statements and information contained in this eRFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this eRFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) 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. IPA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IPA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders 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 eRFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the eRFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in bidding process. Though adequate care has been taken in the preparation of this RFP Document, the Bidder should satisfy himself/ itself that the documents are complete in all respects.

IPA accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance by any Bidder upon the statements contained in this RFP.

IPA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this eRFP.

The issue of this RFP does not in any way imply that IPA is bound to select a Bidder or to appoint the Preferred Bidder for the Assignment and IPA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IPA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1 Section 1: Letter of Invitation

04/07/2019

To,

The Bidder

Subject: E-Request for Proposal (eRFP) For Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat

Dear Bidder:

1. IPA on behalf of Ministry of Shipping is inviting the e-proposals for appointment of Project Management Unit for Development of **National Maritime Heritage Complex (NMHC), Lothal, Gujarat** in accordance with the scope of work mentioned in Section 3 (Scope of Work) in this eRFP document ("Assignment").
2. The Bidder should submit :-

- **Technical proposal:**

Scanned copies of Technical Bid shall be submitted as per the standard Bid forms given in Section 4 on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copy in word format and PDF format in Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE- 1530 Hrs. of 05.08.2019". The Bidders shall be required to make a detailed presentation of their Technical Proposal before a Tender Committee (TC) set up by IPA/SPV/Competent Authority for this purpose. The Proposals Super-scribing the name of the Assignment, shall be submitted to the office of the undersigned on or before 1500 hrs. on 04.08.2019.

■ The Financial bid should be submitted Online only as per the Price Schedule given in Section 5 Financial Proposal and attached in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure- for further details.

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3. The selection shall be as per the procedure described in Section 2.9 (Instructions to Bidders) of this RFP document.
4. The bidder will be selected based on their Technical Qualification and Financial Proposal. However, the decision of the IPA pertaining to the selection of Bidder shall be final in this regard.
5. This RFP includes the following Sections:
 - (a) Section 1 - Letter of Invitation
 - (B) Section 2 - Instructions to Bidders
 - (c) Section 3 -Scope of Work
 - (d) Section 4 - Technical Proposal: Standard Forms
 - (e) Section 5 - Financial Proposal: Standard Forms
 - (f) Attachment 1 : Form of Contract
6. For any further clarifications/additional information, please contact:

Managing Director,
Indian Ports Association
1st Floor, South Tower, NBCC Place
B. P Marg, Lodi Road
New Delhi - 110003
Ph No : 011-24369061/63;
Fax No : 011-24365866

Yours sincerely,

Sd/-

Managing Director,
Indian Ports Association

2 Section 2: Instructions to Bidders

2.1 Introduction

2.1.1 The Sagarmala Programme has been launched by the Government of India to promote port-led development in the country. The 'Sagarmala - Concept and Implementation' was approved by the Union Cabinet on 25th March, 2015. The Sagarmala Programme will focus on four pillars of development, namely: Port Modernization & New Port Development, Efficient Evacuation, Port-led Industrialization and Coastal Community Development.

As part of the Sagarmala Programme, a National Perspective Plan, April 2016, for the comprehensive development of India's coastline and maritime sector has been prepared and includes more than 200 projects across the areas of Sagarmala Programme. In the view of the above, IPA intends to develop a "National Maritime Heritage Complex" at Lothal, Gujarat.

2.1.2 IPA on behalf of Ministry of Shipping is inviting the e-proposals for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat in accordance with the scope of work mentioned in Section 3 (Scope of Work) in this eRFP document ("Assignment").

2.1.3 The Bidders are invited to submit a e-proposal on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Proposal) as per the formats given in Section 4 and and in the Second Cover (Financial Proposal) as per the formats given in Section 5. The Proposal will be the basis for contract and ultimately for execution of the Contract (hereinafter referred to as "Consultancy Agreement") with the selected bidder.

2.1.4 The Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and local conditions, Bidders are encouraged to visit the site before submitting their bid/ Proposal.

2.1.5 The Bidders shall bear all costs associated with the preparation and submission of their Proposals. IPA 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 Bidders.

2.2 Eligibility of Bidders

2.2.1 The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to execute the Assignment. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment. Members in the Consortium shall not exceed 2 (two).

2.2.2 The Bidder may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 / 2013, or a body corporate incorporated under the applicable laws of its origin.

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- 2.2.3 Any Bidder found to have direct or indirect conflict of interest shall be disqualified. In the event of disqualification, the client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 2.2.4 A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. the Bidder, its Consortium member (the "Member") or Associate (or any constituent thereof) and any other Bidder, its Consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Consortium member or Associate is less than 5 percent 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, 1956/2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iv. such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
 - v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Applicant; or
 - vi. such Bidder has worked with client in preparation of request for proposals for the project
 - vii. the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the

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direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

- viii. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (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% 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.
- 2.2.5 Bidder eventually appointed to provide Project Management Unit (the "Services") for this Assignment, and its Associates, shall be disqualified from subsequently providing goods or works or services (other than the Services under this Assignment) related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this 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 Client in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Client in accordance with the rules of the Client. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal Due Date, shall not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 A Bidder or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- 2.2.8 In case the Bidder is a Consortium, it shall, comply with the following additional requirements:
- i. Number of members in a Consortium shall not exceed 2 (two);
 - ii. Subject to the provisions of sub-clause (i) above, the Proposal should contain the information required for each member of the Consortium;

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- iii. Members of the Consortium shall nominate one member as the lead member (the "Lead Firm"). The nomination(s) shall be supported by a Power of Attorney, as per the format in this eRFP, signed by all the other members of the Consortium. The duties, responsibilities and powers of such Lead firm shall be specifically included in the joint Bidding Agreement. It is expected that the Lead Firm would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Client expects that Lead Firm should have maximum responsibility pertaining to execution of Assignment;
 - iv. The Proposal shall include a brief description of the roles and responsibilities of individual members;
 - v. An individual Bidder cannot at the same time be a member of a Consortium applying for the Assignment. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Assignment;
 - vi. No Change in the composition of the Consortium shall be permitted by the Client during the Selection Process and during the subsistence of the contract (in case the successful applicant/ consultant is a Consortium).
 - vii. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt. Bidding Agreement"), for the purpose of submitting a Proposal. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - a. Clearly outline the proposed roles and responsibilities, if any, of each member;
 - b. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Assignment until the completion of the Assignment in accordance with the contract and the TOR;
 - c. clearly define the proposed administrative arrangements (organisation chart) for the management and execution of the Assignment, if awarded to the Consortium;
 - d. except as provided under this eRFP, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Client.
- 2.2.9 The Proposal shall be accompanied by a certified copy of legally binding Joint Bidding Agreement in case of JV/Consortium, in the format provided in this eRFP, signed by all firms/entities confirming the following therein:
- i. Date and place of signing
 - ii. Purpose of Consortium (must include the details of the Services hereunder for which the Consortium has been invited to bid)
 - iii. Selection of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat.
 - iv. A clear and definite description of the proposed administrative arrangements (organisation chart) for the management and execution of the assignment
 - v. Delineation of duties/ responsibilities and scope of work to be undertaken by each member along with resources committed by each member of the Consortium for the proposed services
 - vi. An undertaking that the members of the Consortium are jointly and severally liable to the Client for the performance of the services and

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- vii. The authorized representative of the Consortium (as approved by a Board resolution of Member-in-Charge).

The furnishing of this Joint Bidding Agreement to the Client shall not in any manner prejudice the provisions in the contract relating to joint and severe liability of the Members.

- 2.2.10 Similarly, Power of Attorney for both authorised representative and lead member of the Consortium shall also be furnished as per the formats available in the eRFP.
- 2.2.11 This eRFP is not transferable.

2.3 Proposal Validity

The Technical and Financial Proposal to be submitted by the Bidders shall be valid for a period of 180 days from the last date of submission of the Proposal/Bid. For schedule of bidding process, please refer to the Section 2.9 (Instruction to Bidders). In exceptional circumstances, prior to expiry of the Bid Validity Period, IPA may require bidders to extend such Validity Period for a specified additional period by issuing the Addendum to this eRFP.

2.4 Bid Security

- 2.4.1 The Bid Security for the Assignment shall be Rs. 39,00,000/- (Rupees Thirty Nine Lakh Only) payable by Demand Draft/Bank Guarantee in favour of 'Indian Ports Association' drawn on a Nationalised Bank / Scheduled Bank in India payable at New Delhi. (*Bidders can also submit DD of PSU Banks*)
- 2.4.2 Any bid/ proposal not accompanied by an acceptable Bid Security shall not be opened and liable to be rejected.
- 2.4.3 The Bid Security of the unsuccessful bidders shall be returned without interest as promptly as possible, as but not later than 45 (forty five) days after the expiration of the period of bid validity.
- 2.4.4 The Bid Security of the preferred Bidder will be returned when the preferred bidder has signed the Consultancy Agreement with the Client, and furnished the required performance security to the Client.
- 2.4.5 The Bid Security shall be forfeited :
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this eRFP;
 - (b) If the Bidder withdraws his bid during the period of bid validity; or
 - (c) if the Bidder does not accept the correction of his bid price; or
 - (d) in the case of successful Bidder, if he/it fails to sign the Consultancy Agreement within the time limit specified in the Letter of Award (LOA).

2.5 Clarification and Amendment of eRFP Document

- 2.5.1 The Bidders may request a clarification on the eRFP document before the stipulated date as is mentioned in the Procurement Schedule provided on the front sheet of this eRFP. Any request for clarification must be sent in writing or by e-mail to IPA at the address indicated in the Letter of Invitation. IPA at its own discretion may publish the required clarifications and responses to queries and send these to the Bidders.
- 2.5.2 At any time before the submission of Proposals, IPA may, for any reason, whether at its own initiative or in response to a clarification request, amend the RFP by issuing an addendum and by hosting the same on the website of Indian Ports Association i.e. www.ipa.nic.in and on CPP Portal.
- 2.5.3 In order to provide the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, IPA may, at its own discretion, extend the Proposal Due Date. Intimation regarding such extension in the Proposal Due Date would be available as communication to the Bidders on IPA website - www.ipa.nic.in and on CPP Portal.

2.6 Preparation of Proposal

The Proposal shall be prepared in two separate parts:

Technical Proposal:

Technical Proposal :Scanned copies of Technical Bid shall be submitted as per the standard Bid forms given in Section 4 on e-Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copy in word format and PDF format in Pen drive. **Outer Envelope comprising of sealed Technical Proposal, Bid Security in the form of Demand Draft and Demand Draft / receipt towards purchase of RFP document.**

Financial Proposal:

The Financial bid should be submitted Online only as per the Price Schedule given in Section 5 Financial Proposal and attached in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. **No hard copy of financial Bid shall be submitted.** The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The information shall be furnished in the formats prescribed in Section 4 and Section 5 of this RFP document.

2.6.1.1 Technical Proposal

- The envelope containing Technical Proposal shall contain the following documents with required information in the formats prescribed in Section 4 of RFP document.
 - (a) TECH-1 Letter of Proposal
 - (b) TECH-2 Particulars of the Bidder
 - (c) TECH-3 Statement of Legal Capacity
 - (d) TECH-4A Power of Attorney
 - (e) TECH-4B Power of Attorney for Lead Member of Consortium
 - (f) TECH-4C Format for Joint Bidding Agreement
 - (g) TECH-5 Format for Anti-Collusion Certificate
 - (h) TECH-6 Format for project undertaking
 - (i) TECH-7 Format for Affidavit
 - (j) TECH-8 Financial Capacity of the Bidder
 - (k) TECH-9 Particulars of Proposed Key Personnel
 - (l) TECH-10 Proposed Approach, Methodology and Work Plan
 - (m) TECH-11 Eligible project experience (with summary) of the Bidder
 - (n) TECH-12 Eligible project experience of Key Personnel
 - (o) TECH-13 Curriculum Vitae (CV) of Key Personnel
 - (p) TECH-14 Personnel Schedule
 - (q) TECH-15 Activity Schedule
 - (r) TECH-16 Details of Consortium Members
- The Technical Proposal shall include any Financial Proposal's information.
- The Bidder shall provide the payment receipt of purchase of RFP or the Demand Draft of **Rs. 25,000/-** towards processing fees of RFP document in separate Envelope.
- The Bidder shall provide all the information as per this RFP Document and in the specified formats. IPA reserves the right to reject any Proposal that is not in the specified formats or in accordance with the terms of this RFP.

2.6.1.2 Financial Proposal

The Financial Proposal shall contain all the Information in the formats prescribed in Section 5.

2.6.2 The Proposal must contain all the required and relevant information in the formats prescribed in this RFP document.

2.6.3 The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. IPA shall not be responsible

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or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

- 2.6.4 The original Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Proposal must initial such corrections. Submission for both Technical and Financial Proposals should respectively be in the formats given in Section 4 and Section 5.
- 2.6.5 All the pages of the proposals (Technical Proposal and Financial Proposal) shall contain Bidder's stamp along with initials in indelible ink. Each page of this eRFP document duly signed by the Authorized Person is to be returned acknowledging the terms and condition thereof. The authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written Power of Attorney supported by Corporate resolution accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical Proposal shall be marked "Original". Technical and Financial Proposals submitted without stamp and initial on each page shall not be considered for evaluation and Bid shall be rejected.
- 2.6.6 Project Inspections and Site Visit
- 2.6.6.1 It is desirable that each Bidder submits the Proposal after visiting the Project Site and ascertaining themselves, the location, surroundings or any other matter considered relevant by them.
- 2.6.6.2 It would be deemed that by submitting the Proposal, the Bidder has: made a complete and careful examination of the eRFP document, and received all relevant information requested from IPA.
- 2.6.6.3 IPA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.
- 2.6.7 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
- 2.6.8 The Proposal and all related correspondence and documents must be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of all the pertinent passages in English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

Completion Certificate in language other than English must be certified & translated into English by Authorised translator of Indian Embassy of respective Country.

2.7 Bidder's Responsibility

- 2.7.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of eRFP Document will be at the Bidder's own risk.
- 2.7.2 It shall be presumed that prior to the submission of Proposal, the Bidder has:
- a. made a complete and careful examination of requirements, and other information set forth in this eRFP Document;
 - b. received all such relevant information as it has requested from IPA; and
 - c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. the Project Site;
 - ii. all other matters that might affect the Bidder's performance under the terms of this document.

IPA shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2.8 Submission, Receipt, and Opening of Proposals

- 2.8.1 The Bidders shall submit the Technical Proposals in duplicate with the "ORIGINAL" and one "COPY" marked in respective Envelopes as appropriate. The bidder shall also submit a "soft copy of the Technical Proposal only" in respective envelope of Technical Proposal. If any discrepancy is found between soft copy and hard copy of Technical Proposal, hard copy will prevail and will be considered for evaluation.
- 2.8.2 **Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copy in word format in Pen drive. This outer envelope named as TECHNICAL PROPOSAL for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat". shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE- 1530 Hrs. of 05.08.2019.**
- 2.8.3 **The Financial bid should be submitted Online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure for further details.**
- 2.8.4 The sealed envelopes containing the Technical Proposals shall be placed into an outer envelope and sealed. The outer envelope shall also contain the payments towards the Cost of Bid Documents and the Bid Security. This outer envelope shall be clearly marked as follows:

“PROPOSAL for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat”.

With a warning “Do Not Open before Bid Due Date” bear the Name of the Assignment, submission address, etc.

2.8.5 The outer envelope shall be addressed to:

Managing Director,
Indian Ports Association
1st Floor, South Tower, NBCC Place
B. P Marg, Lodi Road
New Delhi - 110003
Ph. No: 011-24369061/63;
Fax No: 011-24365866

2.8.6 Online Bids will be accepted only at eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPPP). If any bidder failed to submit online, then Bid shall be treated as “Non-Responsive”.

2.8.7 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

2.8.8 The Proposals/ bids must reach IPA latest on or before **Aug 04, 2019 at 1500 hrs** delivered in person or by Registered Post or by Courier. In the event of the specified date for submission being declared a holiday for the Client, the bids shall be received by the Client at the appointed time and location on the next working day.

2.8.9 IPA shall open first the Technical Proposal on **Aug 05, 2019 at 1530 hrs.**

2.8.10 Financial Bid(Second Cover) will be opened only after uploading the technical evaluation details at eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPPP).

2.8.11 IPA, at its sole discretion, may extend the Bid/ Proposal Submission Date by issuing an Addendum.

2.8.12 Proposals received after Bid/ Proposal Submission Date shall not be accepted and returned unopened to the Bidder

2.9 Evaluation of Technical Proposals

2.9.1 As part of the evaluation, the Technical Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the Minimum Qualification Criteria ("Shortlisted Bidders"), shall be checked for responsiveness in accordance with the requirements of the eRFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this eRFP document.

2.9.2 Prior to evaluation of Proposals, the Client shall determine whether each Proposal is responsive to the requirements of the eRFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive at each stage only if:

2.9.2.1 Technical Proposal Evaluation Stage

- i. The Technical Proposal is received in the form specified in this eRFP;
- ii. It is received by the Proposal in Due Date including any extension thereof in terms hereof;
- iii. It is accompanied by the Bid Security and Tender Fee/Cost of eRFP as specified in this eRFP;
- iv. It is signed, sealed, bound together in hard cover and marked as stipulated in this eRFP;
- v. It is accompanied by Joint Bidding Agreement, the Power of Attorney, for the Authorised Representative and the Lead Firm of the Consortium, if applicable;
- vi. It does not contain a Financial Proposal;
- vii. It does not contain any condition or qualification; and
- viii. It is not non-responsive in terms hereof.

2.9.2.2 Financial Proposal Evaluation Stage

- i. The Financial Proposal is received in the form specified in this RFQ cum eRFP
- ii. It is received by the Proposal Due Date including any extension thereof in terms hereof;
- iii. It is signed, sealed and attached in PDF format in Second Cover on CPPP as stipulated in this eRFP;
- iv. It does not contain any condition or qualification; and
- v. It is not non-responsive in terms hereof.

2.9.3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.9.4 As part of the evaluation, the Technical Proposals submitted must fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum

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Qualification Criteria, the Technical Proposal of such an Applicant shall not be evaluated further. In such cases, the RFP envelope containing the Financial Proposal and Bid Security shall be returned unopened after completion of Bidding Process.

2.9.5 Minimum Qualification Criteria

2.9.5.1 Minimum Financial Qualification Criteria

Average Annual Turnover during the last three consecutive financial years preceding the date of submission of bid i.e. 2016-17, 2017-18 & 2018-19.

Sole bidder/ All members of JV / Consortium: Rs. 9.88 Crores

(Certificate from Statutory Auditors/Chartered Accountants along with balance sheets is required. For the FY 2018-19, if the bidder doesn't have certificate, bidder must provide provisional certificate at the time of submission of proposal and submit the copy of final certificate from the Statutory Auditors/Chartered Accountants at the time of presentations, if bidder qualifies for Pre Qualification Criteria)

2.9.5.2 Minimum Technical Qualification Criteria

Experience of working in at least three (3) consultancy projects in the last 10 years, in the sectors related to museum, exhibit gallery, tourism and amusement parks in India

AND

Experience of working in at least two (2) projects as project management unit (PMU)/project management consultancy (PMC), in last 10 years, in the sectors related to museum, exhibit gallery, tourism and amusement parks in India

AND

Offering at least three (3) in-house services out of the following services -Architecture Design, Infrastructure & Engineering, Landscape Architecture, Exhibition/ Interior Design, Structure Design, Construction Administration

2.9.6 Technical Evaluation Criteria:

The Evaluation Committee appointed by the Client shall carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal shall be given a technical score (St) as detailed below. The minimum technical score required to qualify technical evaluation is **70 (seventy) Points out of 100 (hundred)**. A proposal shall be considered unsuitable and shall be rejected at this stage if it does not respond to important aspects of RFP Document and the Scope of Work or if it fails to achieve the minimum technical score. The Client shall notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

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The maximum points/ marks to be given under each of the technical evaluation criteria are:

No.	Technical Evaluation Criteria	Points
(i)	Specific Average Annual Turnover*, over the three preceding financial years (FY 16-17, FY 17-18, FY 18-19) from consultancy business in India 10 Cr to 15 Cr: 6 marks More than 15 Cr to 20 Cr:8 marks More than 20 Cr : 10 marks	10
(ii)	Number of projects** in museum, exhibit gallery, waterfront based tourism/ waterfront development projects and amusement parks in India or abroad, with project cost of at least Rs. 50 Crore, in last 5 years. 2 marks per project (max. 12 marks) The projects in the above mentioned clause should not include IT implementation / Audit projects.	12
(iii)	If any of the above projects** are museum or exhibit gallery projects, additional 3 marks per project will be given. (max. 6 marks) 1 project: 3 marks 2 project: 6 marks 3 project: 9 marks	9
(iv)	Green Certified projects minimum 1 project of Gold rating or higher. 1 mark per project (max. 4 marks)	4
(v)	Qualification and competence of the proposed Key Personnel for the Assignment. (See Section 2.9.6.1 to 2.9.6.3)	45
(vi)	Proposed technical approach and work plan in response to the TOR (See Section 2.9.6.4) (a) Project appreciation (b) Quality of methodology proposed (c) Value proposition (d) Work Program and Organization of Staff	20
	Total Points	100

Note: For the projects as mentioned above ongoing projects where design has been completed, ongoing construction works, and projects completed not later than 5 years shall be considered.

**Projects mean project consultancy and PMU/PMC projects only.

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2.9.6.1 Qualification and Competence of Key Personnel

The list of Key Personnel who shall be required during the Project, are as shown below;

Core Key Personnel:

S. No	Position	Minimum Qualifications	Specific expertise & Experience	Responsibilities
1.	Team Leader	Master Degree in Engineering/ Architecture/ Technology / Management from a reputed and recognized university or institutions	<p>Minimum 15 years of professional experience in all facets and domains of infrastructure with appropriate experience in designing / planning / supervision of townships / tourism / museum /</p> <p>Minimum 5 years of professional experience in a leadership capacity for 3 projects, with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management</p> <p>Experience of working in at least one project with Government Agencies / PSUs in India will be preferred</p>	<ul style="list-style-type: none"> • Responsible for establishing the Programme management office (resources, systems, processes) & ensure programme objectives are met. • Provides strategic direction and selects approaches. • Responsible for development of the Governance and Organisation including but not limited to overall Programme management, strategy development, project interface management, plans, controls and performance. • Responsible for the accuracy of monthly Programme Status Reports. • Single point of contact for all internal & external stakeholders. • Ensures Client gets maximum benefit for investment. • Externally focused, implements stakeholder management plan. <p>Required to stationed full time at Client office, Gandhinagar</p>
2.	Contract & Procurement Specialist	Masters degree in management or law being desirable	Minimum 8 years of relevant professional experience in managing procurement of various consultancy / works contracts under different modes of funding including the multilateral / bi-lateral funded public	Responsible for all aspects of contract management in proper implementation of the provisions of contracts entered into with the contractor(s), including controlling the project cost of the tender packages, preparing manuals / schedules in line with the

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S. No	Position	Minimum Qualifications	Specific expertise & Experience	Responsibilities
			sector programs and procurement of Contracts under different PPP modes of delivery as per the procurement guidelines of Govt. of India. Experience should include preparation and maintenance of procurement plans, bid process management, documentations, audit / review of procurement records, handling procurement related queries/complaints and any other requirement.	provisions of the contracts with the contractor(s), provide inputs on any issues related to contracts, and advise the Construction Manager /Resident Engineer and the Team Leader and Chief Resident Engineer on all aspects of contract management. Required to stationed full time at Client office, Gandhinagar
3.	Projects Associate1	Should have Bachelors Degree in Engineering / Architecture from a reputed and recognized University or Institution.	Minimum 3 years of professional experience, including working in projects related to large cities / tourism / museum / leisure/ other allied infrastructure sector etc.	<ul style="list-style-type: none"> • Coordination between various stakeholders for smooth implementation of project • Help Team Leader for performing any task given by the Authority Required to stationed full time at Client office, Gandhinagar
4.	Projects Associate2	Should have Bachelors Degree in Engineering / Architecture from a reputed and recognized University or Institution.	Minimum 3 years of professional experience, including working in projects related to large cities / tourism / museum / leisure/ other allied infrastructure sector etc.	<ul style="list-style-type: none"> • Coordination between various stakeholders for smooth implementation of project • Help Team Leader for performing any task given by the Authority Required to stationed full time at Client office, Gandhinagar
5.	Projects Associate 3	Should have Bachelors Degree in Architecture from a reputed and	Minimum 3 years of professional experience, including working in projects related to large cities / tourism / museum / leisure/ other	<ul style="list-style-type: none"> • Coordination between various stakeholders for smooth implementation of project • Help Team Leader for

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S. No	Position	Minimum Qualifications	Specific expertise & Experience	Responsibilities
		recognized University or Institution.	allied infrastructure sector etc.	performing any task given by the Authority Required to stationed full time at Client office, Gandhinagar
6	Engineering / Technical Expert	Should have a Degree in Civil Engineering or related field from a reputed and recognized University or Institution	Minimum 12 years of Professional experience with roles in conducting engineering studies, design / planning / project appraisal of Masterplans / Townships and other infrastructure projects. Experience of working in at least one project with Government Agencies / PSUs in India will be preferred	<ul style="list-style-type: none"> • Coordination between various stakeholders for smooth implementation of project • Help Team Leader for performing any task given by the Authority • Required to stationed full time at Client office, Gandhinagar

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Resource Pool

S. No	Position	Minimum Qualifications	Specific expertise & Experience	Responsibilities
1.	Infrastructure Expert	Bachelor's degree in Civil engineering.	Minimum 10 years progressive professional multi-disciplinary experience with at least 2 years in urban development covering planning and engineering new urban development	<ul style="list-style-type: none"> • Oversee the planning and execution of the new development and urban infrastructure - lead the validation study, work with urban planning Experts to transform the Master Plan into a realised project, in line with Client's vision. • Identify specific implementation projects, project packaging and sequencing necessary to meet Client's goals. • Work with implementation team to ensure the planning vision is carried through to execution. • Work with the Finance team to ensure project sequencing is consistent with the funding plan. • Attends stakeholder meetings. <p>Required to be stationed at Client office, Gandhinagar based on project need</p>
2.	Content and Exhibition Design Expert	Relevant degree in Museum and Exhibition Design	Minimum experience of 10 years should have worked in various aspects of museum operations, management of acquisition and utilisation of permanent collection, Museum installation design, exhibition protocol, interior construction design, etc.	<p>Assist Client as per the scope of the project.</p> <p>Required to be stationed at Client office, Gandhinagar based on project need</p>
3.	Environmental Expert	Bachelor degree in Environmental Planning /Engineering is mandatory.	Minimum 10 years of Experience and Should have worked in the role of Environmental Expert for at least two (2) Eligible Projects with	Responsible for all aspects of sustainability in design, execution and implementation of the project, advising the client and contractor on reviewing/checking design,

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S. No	Position	Minimum Qualifications	Specific expertise & Experience	Responsibilities
			expertise and thorough knowledge of various ratings system, procedures, norms and documentation, national and international benchmarks, standards and norms for sustainable development of infrastructure projects, etc.	drawings, specifications of various components of projects for improvement, , make sure that contractor is maintaining up to date records and documentation necessary for certification and commissioning of the entire project, provide inputs on any issues related to sustainability and advise on all aspects of sustainability and procedures to be followed for the project. Required to stationed at Client office, Gandhinagar based on projectneed
4.	Finance and PPP expert	Minimum Qualification: MBA/Post Graduation in Finance Management	Minimum Experience: 10 years and Should have worked in the role of Finance and PPP expert for at least two (2) Eligible Projects.	<ul style="list-style-type: none"> • Responsible for Providing transaction advisory. • Responsible for Review of financing and implementation plan, and assess project cost estimates, financing requirements, future cash flows, sources of funds and financing modalities • Responsible for Development of revenue model for NMHC, identify revenue streams. • Responsible for Development of financial models, capital investment plans, finance and operating plans and resource mobilization strategy for NMHC projects and responsible for all the matter related to finance. Required to stationed at Client office, Gandhinagar based on project need
5.	Architecture Design Expert	Should have a Bachelors Degree in Architecture from a	Minimum 10 Years of professional experience in architecture with design exposure to large scale civic institutions,	Required to stationed at Client office, Gandhinagar based on project need

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S. No	Position	Minimum Qualifications	Specific expertise & Experience	Responsibilities
		reputed and recognized University or Institution	museums, planning of large cities and industrial regions with allied infrastructure or similar projects.	
6.	Structure Expert	Should have a Master Degree in Structural Engineering from a reputed and recognized University or Institution	Minimum 10 Years of professional experience in structural engineering for large scale civic institutions, museums, planning of large cities and industrial regions with allied infrastructure or similar projects.	Required to stationed at Client office, Gandhinagar based on project need
7.	Other Architects/ Engineers (2 nos)	Should have Bachelors Degree in Engineering / Architecture from a reputed and recognized University or Institution.	Minimum 5 years of professional experience, including working in projects related to large cities / tourism / museum / leisure/ other allied infrastructure sector etc. Experience of working in at least one project with Government Agencies / PSUs in India will be preferred	<ul style="list-style-type: none"> • Coordination between various stakeholders for smooth implementation of project • Help Team Leader for performing any task given by the Authority Required to stationed full time at Client office, Gandhinagar based on project need

Lothal Construction Site Team

S. No	Position	Minimum Qualifications	Specific expertise & Experience	Responsibilities
1	Construction Manager	B.E. Civil Engineering + minimum 10 years relevant on site experience	Construction Manager shall be responsible for overall project management and coordination of construction works. He shall ensure that all the works are executed as per the bid requirements and specifications. He shall liaise between the various stakeholders of the project. He shall also be responsible for mobilization/demobilization and scheduling of the of the	Required to stationed full time at NMHC site

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			consultants' team. Review the provisions in the contract and coordinate with the site conditions and make any changes as per the site requirements. He will be responsible for certification of quality of works, submission of monthly, quarterly and completion reports and other reports as per the requirement of Term of Reference. He shall also assist the client in all the procurement procedures.	
2	Assistant Engineer (Civil)	B.E. in Civil Engineering with 5 years relevant on-site experience	Shall supervise all the construction work including checking of layout, performing and monitoring quality test. Coordination of construction work etc	Required to stationed full time at NMHC site
3	Assistant Engineer (Electrical/Mechanical)	B.E. in Electrical/Mechanical Engineering with 5 years relevant on-site experience	Shall supervise all the construction work including checking of layout, performing and monitoring quality test. Coordination of construction work etc	Required to stationed full time at NMHC site
4	Assistant Engineer (QCQS)	B.E. in Civil Engineering with 5 years relevant on-site experience	Shall be responsible for ensuring that all required tests are conducted in the field and the tests are recorded in the system for timely decision making. Ensure quality of construction and right usage of the quantity	Required to stationed full time at NMHC site

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- In case of a Consortium, half of the proposed personnel must have been full time employees with the Lead Member.
- Age of the Key Personnel proposed must not be more than 62 (sixty two) Years on the last day of submission of proposal/replacement.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the Key Personnel with the firm.
- Consultants, who are executing ongoing mandates from Client, must propose a separate team of Key Personnel while bidding for this project.
- The Key Personnel proposed above should be available for presentations/ discussions/ meetings with the Client, State Government and departments of Central Government, Delhi.
- A summary of experience (in one page) is to be provided by the consultant for each of the Key Personnel.
- The consultant may propose deploy additional manpower for the project as they may feel necessary. However, the CV's of only the above-mentioned experts shall be used for the purpose of technical evaluation.
- At any given time during the course of the assignment, at least 7 key personnel should be available on site, including the all core key personnel.
- The bidder may assess the requirement of the other Key personnel from Resource Pool (apart from Core Key Personnel) considering stage of work specified in the scope of work.
- The bidder may assess the manpower requirement considering the scope of work.

2.9.6.2 Score Assigned to Key Personnel

The total number of marks allocated for qualification and competence of the proposed Key Personnel is 45 marks, distributed among the Key Personnel, as detailed further:

S. No.	Position	Marks
1.	Team Leader	10
2.	Contract & Procurement Specialist	3
3.	Projects Associate 1	2
4.	Projects Associate 2	2
5.	Projects Associate 3	2
6.	Engineering / Technical Expert	3
7.	Infrastructure Expert	2
8.	Content and Exhibition Design Expert	2
9.	Environmental Expert	2
10.	Finance and PPP expert	2
11.	Architecture Design Expert	2
12.	Structure Expert	2
13.	Other Architects/ Engineers (2 Nos)	2 (1 per each expert)
14.	Construction Manager	3
15.	Assistant Engineer (Civil)	2
16.	Assistant Engineer (Electrical)	2
17.	Assistant Engineer (QCQS)	2
	Total	45

Staff from 1-6 and one staff from resource pool 7-13 shall be deployed on regular basis at Gandhinagar from date of contract. Staff from 14-17 shall be deployed at site office in Lothal as per requirement of the project.

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2.9.6.3 Evaluation criteria for Key Personnel

A.	GENERAL QUALIFICATIONS	20%
A1.	Technical qualifications	10%
A2.	Professional experience	10%
B.	ADEQUACY FOR THE ASSIGNMENT	60%
B1.	Experience in similar capacity/ broad sector	25%
B2.	Experience relevant to TOR/ Assignment	25%
B3.	Overseas/ International experience	10%
C.	ASSOCIATION WITH THE FIRM	20%
C1.	Full Time permanent staff (from last 2years)	20%

Detailed evaluation criteria shall be prepared by the evaluation committee for evaluation of the qualification and competence of the Key Personnel for the assignment.

The Client reserves the right, during bid evaluation or anytime during execution, to check documentary evidence on the use of international experts/expatriates. Failure to comply with this requirement will result in disqualification of the bid or termination of contract.

2.9.6.4 Evaluation of Proposed Approach and Methodology

Top 5 bidders as per Criteria Nos. (i) to (v) of Clause no. 2.9.6 will be invited to make a presentation of their "Approach and Methodology" covering under Criteria No. (vi) of Clause No. 2.9.6. The presentation will be mandatory to be made by the Team Leader and Key Personnel proposed. Copy of the presentation signed by the authorized representative shall be submitted on the day of the presentation. Final Technical Evaluation scores will be assigned after the presentation.

2.9.7 The Client will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

2.9.8 The Financial Proposals shall be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidders, their technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

2.9.9 Prior to evaluation of the Financial Proposals, the Evaluation Committee shall determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

2.9.10 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, the man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the Consultant has to deploy the personnel for the man-months

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given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.

- 2.9.11 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

where Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

The Applicant achieving the highest combined technical and financial score will be considered to be the Successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10 Availability of Professional Staff/Experts

- 2.10.1 The Bidder shall ensure availability of the requisite Professional Staff/Key Personnel at all times during the project and they shall collectively form a dedicated team available for the Assignment. IPA shall not consider substitutions during the contract unless both parties agree in writing to such substitution as per clause 2.10.2 below.
- 2.10.2 The availability of people shall be as per the need in the phase of construction and should be deputed based on it.
- 2.10.3 The personnels required may be surrendered or mobilized based on the project needs.
- 2.10.4 The Client shall not consider substitutions during contract negotiations except in cases of incapacity of key personnel for reasons of health or resignation. After award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. For the reason other than Separation / death / extreme medical ground, where replacement is proposed by the Consultant due to non-availability of the originally proposed key personnel or in cases where replacement has become necessary as a key personnel proposed by the Consultant has been found to be unsuitable for the project by IPA during contract implementation, the following shall apply (i) for total replacement up to 33% of key personnel, remuneration shall be reduced by 5% (ii) for total replacement between 33% to 50%, remuneration shall be reduced by 7.5% (iii) for total replacement beyond 50% and 66% remuneration shall be reduced by 10% (iv) for total replacement beyond 66%, remuneration shall be reduced by 15% and, the Client may initiate action for debarment of such consultant for future projects of IPA. **If for any reason beyond the reasonable control of the consultants, it becomes necessary to replace**

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any of the personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualification and experience.

2.11 Confidentiality

2.11.1 The selected Consultant shall keep all the information pertaining to the Assignment confidential and shall not provide/disclose any information of the Assignment to anybody except on specific instructions in writing from IPA.

2.12 Right to Reject any or all Proposals

2.12.1 Notwithstanding anything contained in this eRFP, IPA reserves the right to accept or reject all or 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.

2.12.2 Without prejudice to the generality of the provisions of the Clause below, IPA reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) a material concealment is detected; or
- (c) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

Such misrepresentation / improper response / concealment by the Bidder would lead to the disqualification of the Bidder. If the Bidder is the Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then IPA reserves the right to consider the next preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of IPA, including annulment of the bidding process.

2.13 Property Rights of Assignment Outputs

2.13.1 Consultant shall hand over all the related workings and outputs of the Assignment generated for executing the Assignment as and when requested by IPA and on successful completion of the Assignment in editable soft and hard copies.

2.13.2 Such database, records, analysis, documents, working papers, workable and editable database as developed for the Assignment and all related workings and outputs are the Sole Property of IPA and the PMU shall treat all these information Confidential and shall not share with anybody else except on specific written instructions of IPA.

2.14 Award of Contract

2.14.1 The contract shall be awarded pursuant to Overall Evaluation as mentioned in this eRFP documents. After the PMU is selected, the Client will notify other Bidders that they were unsuccessful and return the EMD/BG of those bidders who did not pass the technical evaluation.

2.14.2 Letter of Award (LoA) shall be issued to commence work on the Assignment as described in this document.

2.15 Performance Security

- 2.15.1 The total Performance Security for the assignment shall be 5% of the total consultancy fee.
- 2.15.2 The selected Consultant shall provide Performance Security for due and faithful performance of the Contract to the Client within 15 days after receipt of the Letter of Award. The performance security shall be in the form of unconditional bank guarantee issued by any Nationalized Bank/Scheduled Bank located in India for an amount equal to 5% (Five percentage) of the total Consultancy Fee and in the form provided in Appendix D of the Form of Contract. The cost of complying with the requirements of this clause shall be borne by the Preferred Bidder/ PMU.
- 2.15.3 Further IPA shall also deduct an amount equal to 5% (Five percentage) of the running amount bills as security deposit retention. Retention money will be returned upon successful completion of the project, however Performance Security shall be released 3 months after successful completion of the PMU's Services.
- 2.15.4 The Performance Security shall be valid until the successful completion of contract period and three (3) months thereafter. No claim shall be made after the issue of completion certificate and the Performance Security shall be returned to the PMU after the successful completion of contract by the PMU.

2.16 Signing of the Consultancy Agreement

- 2.16.1 The Client shall notify the selected Bidder that his/ its Bid has been accepted, the Client shall send such selected Bidder, the Form of Agreement, incorporating therein specific agreement reached between the parties.
- 2.16.2 Within 15 days of issue of the Letter of Award (LoA), the Client shall prepare the Consultancy Agreement (as per Attachment 1: Form of Contract), in duplicate, on non judicial Stamp Paper of Rs.100/- (Rupees One Hundred Only) and the PMU shall meet the Client during normal office hours on any working day acceptable to the Client to sign the said Agreement of this RFP document. One copy of the signed Agreement shall be provided to the PMU, and the original shall be retained by the Client.
- 2.16.3 Within 15 days of the signing of the Contract or such other day, Client shall issue Notice for Commencement to PMU for Work.

2.17 Insurance & Risk Coverage

- 2.17.1 The Consultant (each member in case of consortium) is required to have appropriate insurance cover as mentioned below:
- (a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the bidders or their personnel or any Sub-bidders or their Personnel for the period of Consultancy.
 - (b) Third Party Liability Insurance with a minimum coverage around for Rs. 10 lakhs for the period of Consultancy.

Professional liability insurance with a minimum coverage of total Consultancy Fee to be paid to the PMU.

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(c) Employer's Liability and Worker's Compensation Insurance in respect of the Personnel of the bidders, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

b. It may be noted that all insurance and policies shall start from the date of commencement of the Assignment and remain effective as per relevant requirement of the Contract/Agreement.

2.17.2 Limit of Liability

Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to any claims, acts, actions, demands or damages arising out of its performance of this Agreement, shall not be liable to the Client:

- (a) for any indirect or consequential loss or damage; and
- (b) for any direct loss or damage that exceeds the total value of the Contract;

This limitation of liability shall not

- (a) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;
- (b) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law",

2.18 Penalty and Termination

2.18.1 A penalty of Rs 5 lakh (Five Lakhs Rupees) for each un-replaced resource in addition to two times the amount payable for individual's monthly salary shall have to be paid in case of more than one month of non replacement of the resource. In case of non satisfactory performance of the PMU IPA reserves the right to terminate the contract by giving two months notice. IPA reserves the right to forfeit the Performance Security and Retention Money to recover the penalty in case the delay exceeds two months. However, if the completion of services is delayed due to reasons beyond the control of the PMU, suitable extension of time for completion of services shall be granted upon receipt of express request accompanying full justification. Such extension shall be granted at no extra cost to IPA. The PMU shall also suitably extend the validity of the Performance Security.

2.18.2 The project shall be continuously monitored by the IPA and the decision of IPA in this regard shall be final and binding on PMU.

2.19 Force Majeure

2.19.1 Definition (a) For the purposes of this eRFP, "Force Majeure" means an event which is beyond reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so

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impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except when such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

2.20 Periodic Reports by the Consultant

The PMU shall prepare and submit its monthly progress reports to the Client in three copies within first 7 days of the following /next month. Reporting shall continue until the PMU has completed all deliverables as per the Scope of Work and the successful completion of Contract.

2.21 Advance Payment

No advance payment is permitted.

2.22 Designated officers of IPA/NMHC/Competent Authority

Client: Chairman, IPA

Engineer: XXXXXXXXXXXX

Engineer-in-Charge: XXXXXXXXXXXXXXXX

3 Section 3 –Scope of Work

3.1 Introduction

The Ministry of Shipping envisions to develop a **National Maritime Heritage Complex (NMHC) at Lothal Gujarat**. Lothal is one of the prominent cities of the ancient Indus valley civilization dating to 2400 BC, located in Gujarat, an important western state of India. Archaeological excavations have discovered the oldest man-made dockyard, over 5000 years old, in Lothal. Setting up a maritime heritage complex at such an important location will benefit the historical importance of Lothal and help it develop into a place of extraordinary and unparalleled maritime heritage.

It is proposed to develop a museum along with a heritage complex at a site near Saragwala village, Lothal which would showcase and preserve India's rich and diverse Maritime Heritage. The proposed project shall display objects relating to ships and travel on large bodies of water, ancient shipbuilding and navigational technologies, along with other components such as those related to historical connections, social and cultural links and maritime research frontiers.

The Detailed Project Report covers, inter-alia, land use plan, integrated infrastructure development plan including conceptual layouts, broad cost estimates and financial model, recommendation for phase-wise implementation of the project and institutional arrangements.

3.1.1 PROPOSED PROGRAMME COMPONENTS

Based on the understanding of maritime history, its significance, site understanding and benchmarking assessment, the programme components for the proposed NMHC at Lothal have been arrived at. These are:

3.1.1.1 National Maritime Museum

This will be one of the key components of the Maritime Complex. The museum will be located within the museum zone and will feature various exhibits related to India's maritime heritage. The National Maritime Museum will have at least 1,20,000 sq. ft. displayable space and will consist 14 exhibition sections, identified by the content committee, focusing on various important elements of the Maritime heritage of India.

3.1.1.2 Maritime Theme Park

The Maritime theme park will indulge and educate the visitors about the rich maritime heritage of the country through a holistic and immersive experience. The theme park will take through the journey of four zones - ancient, medieval, colonial and modern era to experience the phases of maritime in India. These zones will be having many built and unbuilt spaces and uses to facilitate the maritime journey. The art gallery along with display exhibits are envisioned to indulge the visitors with themes, events and exhibits of historical and cultural relevance. treasure hunts scaled models and the National Maritime Museum will also be a part of this zone. Approximately 13 acres of area is planned for development of theme park in this phase on PPP model.

3.1.1.3 In future, following components can be added to the site to arrive at a holistic and integrated tourism product.

- Training and Research and Development facility.
- Tourist Accommodation Facilities
- Nature Conservation Park
- Expansion of Theme Park

3.2 Objective of the consultancy assignment

The Project Management Unit (PMU) will be responsible for overall planning & coordination, preparation of bid documents & bid management, engage with IPA's engineering division, co-ordinate and monitor the execution of projects on behalf of the Client. As a part of this activity the PMU shall have to interact, coordinate with various stakeholders and have to ensure speedy approvals from various government agencies, departments as may be necessary. The PMU will closely work with the authorities of the Client in seeking direction, approvals, and in providing regular and periodical feedback.

It is important that the PMU team share common values with the Client and a communication style for successful integration with Client staff. It is the Client's expectation that the PMU shall operate as a coordinating agency with minimal assistance from Client staff. It is expected that the PMU shall closely work with the engineers, planners, other consultants and staff of the Client in teams. The main aim of engaging the PMU apart from coordination of the overall programme is to bring in efficiency and to meet the targeted schedules. It shall include interaction/coordination with urban local bodies (ULBs), State Urban Development Departments & its agencies, Industrial(Urban) Department and its agencies, and key prevailing industrial (Urban) units in IPA. The Consultants shall provide diverse sets of specialist skills, and core team of onsite professionals.

3.3 Scope of Work

The overall scope of services to be delivered by the PMU during the development of the National Maritime Heritage Complex includes: Monitor, review and update Master Plan, project development and implementation road map, project prioritization, project phasing matrix and risk mitigation plan. Support Client in overall program management and coordination with consultants, implementation partners, government agencies, private players, financial institutions, technology service providers and others. Framing SLAs for ongoing O&M Ensuring convergence and integration of different projects, so that from both physical infra and operations point of view, they offer seamless capability. Similarly, developing integration framework for digital / smart solution components and guiding integrated deployment.

The specific scope of work highlighted below but not limited to that:

- Project Implementation
- Project Administrative Management
- Preparation of Project Financial Statement
- Project Management Consultancy

3.3.1 Project Implementation

- (a) **Validate NMHC Master Plan** as per DPR, review reports prepared by EPC Contractors, revalidate the infrastructure development plan and develop a phase-wise detailed project execution plan.
- (b) Advise the Client on **technical, commercial and financial** aspects of project **development and implementation** based on Client requirements.
- (c) Advise the Client to identify, conceptualize, develop and execute projects from commercial, implementation and technical perspectives with models such as **joint ventures, subsidiaries, public-private partnership (PPP), turnkey contracts**, etc. and appoint suppliers for designing, developing, managing and implementing NMHC projects.
- (d) Support the Client to **appoint consultants** to carry out develop project structures, prepare detailed project reports , preliminary engineering designs, tender documents, and construction supervision consultants; and provide bid process management support for selection of consultants.
- (e) Review **procurement strategy and procurement plan** for NMHC Project covering procurement of all services, works and equipment as per the project phasing plan in line with the approved Master Plan document.
- (f) Provide **transaction advisory and bid process management** support including preparation of bid documents, managing bid process, carrying out bid evaluation, preparation of bid evaluation report, issue of letter of intent, signing of contract for appointment of suppliers for goods and services for NMHC projects.
- (g) Provide implementation support including **contract negotiation, contract management and contract closure**.
- (h) Support the Client to **frame policies, regulations and byelaws** required in accordance with proposed NMHC projects and their project development and implementation activities.

3.3.2 Project Administration and Management

- (a) Support the Client to plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the NMHC projects **including liaising support with other government departments** to ensure convergence and disbursement of tranches from Central and State Government under various GoI Schemes.
- (b) If the Client opts to **set up a Special Purpose Vehicle** to develop the NMHC, provide support to Client for formation of an SPV.
 - Support Client to **formulate** an SPV under NMHC proposal, formulate

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guidelines for creation of SPV, develop organizational framework, and stakeholder relationship matrix to clearly define departmental functions, roles and responsibilities for efficient delivery of NMHC projects.

- Develop guidelines for policy, legal, regulatory, administrative and institutional framework for the SPV.
 - Develop human resource policies, standard operating procedures and staffing and recruitment strategy.
 - Support the Client in establishing and managing performance management framework for SPV employees.
 - Institutionalizing coordination mechanisms between the SPV, IPA and other key stakeholder agencies.
 - Review NMHC operational guidelines and develop governance structures, delegation of powers, standard operating procedures, project log frame and results framework, reporting arrangement, and monitoring framework to plan and execute NMHC projects aimed at bringing operational efficiency.
 - Design and develop procurement manual for SPV, and model bid documents and project information memorandum, for NMHC projects.
 - Develop citizen engagement framework and strategy and provide technical and administrative support to SPV to carry out board meetings, stakeholder and citizen consultations, NMHC advisory forum meetings etc.
- (c) Support for developing **communication and dissemination material** in relation to NMHC projects for electronic and print channels including but not limited to social media, newspapers etc.
- (d) Prepare **bidding documents for Management Contracts for O&M** of infrastructure and provide bid management support for award of O&M Contracts.

3.3.3 Preparation of Project Financial Statement

The PMU shall **prepare a periodic Project financial statement** as soon as major project requirements have been identified, and update the same periodically for the Client's approval and suggest corrective actions.

3.3.4 Project Management Consultancy

- (a) Review of **Design Documents** by EPC Contractors

The PMU will make sure that EPC Contractor prepares a schedule for **all design deliverables, drawings, reports for the project, and submit the same to Client** for approval. Based on approved schedule, PMU will monitor the progress of design deliverables and will review the Design Basis Report, designs, drawings, implementation plan & other documents prepared by the EPC Contractor and its compliance to preliminary engineering drawings prepared by EPC Contractor for the project, sustainability aspects selected for the project.

- (b) Review of **tender documents** for selection of contractor(s)

i. To assist the Client to obtain all **necessary clearances/ approvals** from

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statutory bodies and Local authorities for starting the works, execution, completion and use of the completed works.

- ii. The PMU will assist the Client to **review and finalization** of the bid documents including tender documents to be approved by Client in line with prevailing Government norms and identification / selection of contractor(s), conduct pre-bid meetings, provide clarifications, if any, sought by applicant bidders, analyse details furnished by bidding contractors and submit recommendations to Client for approval.

(c) Review of **Good-For-Construction documents** for selection of contractor(s)

- i. After appointment of contractor, the PMU shall **coordinate** with the Preliminary Engineering Consultant and the selected contractor(s) for **finalisation of Good-For-Construction drawings and advise Client for necessary modifications required for the same**, if any. However, selected contractor(s) shall have the primary responsibility for preparation and/or subsequently modifications of good for construction drawings and after finalisation of the same, good for construction drawings shall be issued by the client for execution of the work by Contractor (s).
- ii. The PMU shall give particular attention on durability, ease of construction at various stages, while finalizing the design /details of the **proposed infrastructure, utility structures & buildings**. The PMU shall also ensure that all the drawings are **coordinated drawings** incorporating all services etc required for execution purpose.

(d) Prepare of various formats for overall project documentation and scheduling

- a. The PMU shall review and approve formats developed by Construction Supervision Consultants for **method statements and work procedures** for describing important and complex construction works including model documents for key aspects of the Project. These formats and model documents would form the basis on which the contractor(s) would prepare their own respective documents that shall be checked, commented upon and finally concurred with by the PMU before start of respective work by the contractor(s).
- b. The PMU shall review and approve formats developed by Consturction Supervision Consultants **for inspection and testing procedures** for quality control at site and record keeping including model documents for key aspects of the Project. These formats and model documents would form the basis on which the contractor(s) would prepare their own respective documents that shall be checked, commented upon and finally concurred with by the PMU before start of respective work by the contractor(s)
- c. The PMU shall develop a Project Schedule that coordinates and integrates the **design efforts / schedule with construction schedules in suitable software** for monitoring the Project, incorporating a detailed schedule for all activities of the Project, including realistic activity sequences & durations, process / prepare all drawings, bar bending schedule, check and finalize appointed contractor's detailed program of activities commensurate with the tender provisions, compliance to prevalent environmental and statutory regulations, requirement of labour, materials & samples and delivery of products

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requiring long lead-time procurement including the Client's development requirements showing portions of the project having development priority.

(e) Preparation of quality assurance system

The PMU shall review and approve the quality assurance system proposed by Construction Supervision Consultants. This shall consist of of **model documents on management procedures** for managing construction, design, quality, safety, training, environment, non-conformances, payment, reporting, project schedule etc. These model documents will form the basis on which the selected contractor(s) will prepare their own respective documents that shall be checked, commented upon and finally concurred with by the PMU before start of respective work by the contractor(s).

(f) **Review of proposals suggested by EPC Contractor**

- a. The PMU shall also review and comment on the **Project Programs submitted by the contractor(s)** and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews of the contractor(s)'s resources vis-a-vis the Project Schedule and ensure that the contractor(s) mobilizes additional resources to meet the Project Schedule.
- b. The PMU shall review the **proposal for sub-contractor, if any, submitted by the contractor(s)** / Construction Supervision Consultant and comment / recommend to Client for return for compliance of observation or approval as the case may be.
- c. The PMU shall review the draft notes on the following **sub-points, prepared by Construction Supervision Consultants/EPC Contractor**, and forward them for consideration and approval of the Client. The PMU shall not have any power to instruct/issue with respect of the following sub-points and shall only take recommendations to the Client/ the designated officer of Client.
 - Approving deployment of any sub-contractor by the contractor(s);
 - Granting Claims of contractor(s);
 - Ordering suspension of contractor's work;
 - Determining of an extension of time;
 - Waiving off the penalty and arranging the repayment of compensation for delay;
 - Issuing a variation order;
 - Ordering any works / test beyond the scope of the agreement / contracts entered into with the contractor(s);
 - Determining rates for the extra items/extra work;
 - Any variation in the contract condition;
 - Approval to designs submitted by the contractor(s);
 - Relieving the contractor(s) of its duties, responsibilities and obligation stated in the respective agreements / contracts; and
 - Exercising authority for items other than those provided in these Scope

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of Work and stipulated in the Contract.

- Mobilisation/ demobilisation of key personnel.

(g) Site Supervision and related works

1. Assist the Client in procurement of various works, equipment, materials and services under NCB, ICB or shopping procedure as necessary including preparation of tender document, notification, tendering, tender evaluation and contract award.
2. Assist the Client as necessary in the evaluation of bids and preparation of evaluation report, recommendation for award and contract agreement.
3. Assist the Client in supervision and quality control of works and issue necessary certificate for acceptance of the work by the client
4. Assist the Client in resolution of contractual issues including review, evaluation and confirmation of contract variation orders.
5. As necessary assist the Client in overall contract management and review and acceptance of the "As Built" drawings prepared by the contractors of various works.
6. Ensure implementation of the Environment Monitoring and Management Plans.
7. Consultant shall manage communication processes to ensure timely and appropriate collection, distribution, storage, retrieval and ultimate disposition of project information. They shall make use of multiple communication modes such as post, e-mail, fax, telephone and web or any other method agreed and accepted by the client.
8. Risk management is a vital area of focus for the Consultant as a part of overall construction management. Risks affecting the project have to be identified and listed along with the analysis. Consultant shall ensure and monitor the risk management plan during the execution.

Any other incidental technical and administrative support desired by the Client.

3.4 Project Office

A Project Office ("Project Office") shall be established by the PMU at Gandhinagar, Gujarat, making suitable arrangements for the Personnel and additional personnel, who will be working on the Assignment. The Project Office will need to be operational within 30 days of effective date of Contract as mentioned General Conditions and Special Conditions of Contract. The Project Office will have all provisions required for the PMU to carry out operations related to the Assignment. The Project Office is a temporary arrangement for the service provider only. The Agency should vacate the site immediately after completion of the project.

Un-furnished office space will be provided by the Client within the Administrative Office Complex of the Client at Gandhinagar. The client at no cost basis will provide only Office Space with necessary Power connection. The officers of Client or any representative thereof may visit the Project Office during office hours for inspection and interaction with PMU

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Personnel. The Key Personnel and other PMU personnel will be deployed at the Project Office, as per the schedule agreed with the Client.

Construction Site office to be established at NMHC site. Site office to be provided by Client / Client Contractor. Accommodation and transportation to be borne by bidder.

3.5 PMU General Deliverables and Payment Schedule

The time for completing the Assignment shall be Thirty Six (36) months from appointment of the PMU. The time period for the consultancy services is extendable beyond the period of Thirty Six (36) months, for suitable time period of twelve (12) months or twenty four (24) months as required. The escalation of costs will be decided on the basis of the price revision formula detailed in 3.7

The PMU shall function during all the working days of Client and, if required, on holidays also during exigencies. Indian Ports Association will also maintain attendance register for the PMU Experts (i.e. only approved PMU Experts by Authority) for marking present each day. Based on the attendance register, The Consultant shall be eligible to receive the payment on a retainerhip (monthly) basis and payment shall be made to the Consultant as per the Terms and Conditions as specified in this RFP.

The PMU shall submit a Certificate for work done on monthly basis and recommendation of the Managing Director, Indian Ports Association. the consultants may raise invoice at the end of the month. The Client will release the payment within 30 days of receipt of invoice. The payment will be done in equal month installments. For PMU this will be done in 36 monthly installments. PMU for construction site office will be start after the selection of EPC Contractor and Authority will intimate the selection consultant for mobilization of manpower before 2 months of commencement of work.

Miscellaneous expenses for work carried with prior permission and mutual agreement and outside the current scope of project will be reimbursed by the Client.

The cost of organizing workshop/roadshow will be borne by IPA. Cost of event logistics and organizing costs, printing, fees of agencies hired for event management, etc. will be borne by IPA. The PMU shall prepare a budget estimate for such items as a part of the marketing plan to be prepared by them.

No local transport shall be provided. However, if the Consultant is required to travel outside Ahmedabad or Gandhinagar or Lothal for workshop of the project only as per instructions of Chief Engineer, Indian Ports Association, the expenses for conveyance and subsistence actually incurred, by the Advisor or his authorized representative (during visit out of his Head office) for performing the workshop/roadshow as per requirement of project, shall be reimbursed by Indian Ports Association as per actual. For reimbursement, Advisor shall have to submit the bill along with supporting original vouchers. The upper most entitled class of journey will be the "Economic Class" in case journey is performed by flight (i.e. by air) and "1st class AC" in case journey is performed by rail. For road journey as per actual expenditure incurred.

3.6 Deduction of monthly Payment due to Absence of Key Personnel at Client office

Any given working day PMU shall maintain minimum 7 key experts at Project Office. For absence of any of the individual experts, other than the permitted holidays or pre-approved leave, proportionate deduction in the monthly payments shall be made. For the purpose of such deductions, monthly payment of an individual expert shall be calculated on pro-rata basis from accepted tender cost for that particular year.

3.7 Price Revision norms

In order to adjust the remuneration and reimbursable expenses for local inflation, the consultant shall be entitled to a price revision from the second year as per the price adjustment formula given below. The adjustment may be made from 1st month of each subsequent year from the date of the Contract.

Quoted Rate = Monthly Fee Rate given in the Consultant's Financial Proposal, which will be applicable for the first 12 months of the contract. For subsequent years, Quoted Rate will be indexed to India's Wholesale Price Index (WPI) and such increased rate shall be deemed to be the Base Rate for subsequent years, as under. Formula for calculation of Rates for subsequent years:

Applicable rate for Year n (AR) = Base Rate (n-1) x (WPI(n)/WPI(n-1))

Net Applicable rate ((NAR) = .6* (AR)

WPI of the week ending on or subsequent to 1st April of the subsequent year will be considered.

WPI n is Wholesale Price Index for accounting year n

WPI n-1 is Wholesale Price Index for previous accounting year

The same principle will be applied to the resource pool as well.

4 Section 4 Technical Proposal - Standard Forms

Note : Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and along with 2 soft copy in word format in CD or Pen drive. Please refer Annexure for further details.

Checklist of Submissions

TECH-1	Letter of Proposal
TECH-2	Particulars of the Bidder
TECH-3	Statement of Legal Capacity
TECH-4A	Power of Attorney
TECH-4B	Power of Attorney for Lead Member of Consortium
TECH-4C	Format for Joint Bidding Agreement
TECH-5	Format for Anti-Collusion Certificate
TECH-6	Format for project undertaking
TECH-7	Format for affidavit
TECH-8	Financial Capacity of the Bidder
TECH-9	Particulars of Proposed Key Personnel
TECH-10	Proposed Approach, Methodology and Work Plan
TECH-11	Eligible project experience (with summary) of the Bidder
TECH-12	Eligible project experience of Key Personnel
TECH-13	Curriculum Vitae (CV) of Key Personnel
TECH-14	Personnel Schedule
TECH-15	Activity Schedule
TECH-16	Details of Consortium Members

Bidder must furnish Income tax PAN No. and GST registration no.

TECH-I
LETTER OF PROPOSAL

*[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member
(in case of a Consortium)]*

(Date and Ref)

To
Managing Director,
Indian Ports Association (IPA)
1st Floor, South Tower, Nbcc Place
Bhisham Pitamah Marg, Lodi Road
New Delhi, Delhi 110003

**Sub:Request for Proposal (RFP) for Appointment of Project Management Unit for
Development of National Maritime Heritage Complex, Lothal, Gujarat**

Dear Sir,

With reference to your RFP Document dated, I/we, having examined RFP documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for " **Request for Proposal (RFP) for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat**". This proposal is unconditional and unqualified.

1. I/We acknowledge that IPA shall be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of IPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:

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- a) I/We have examined and have no reservations to the RFP Documents, including any Addendum which may be issued by IPA;
 - b) I/We do not have any conflict of interest in accordance with the terms set forth in this RFP document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with IPA or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the PMU, without incurring any liability to the Bidders in accordance with the RFP document.
 7. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a PMU.
 8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
 9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPA [and/ or the Government of India/Gujarat] in connection with the selection of PMU or in connection with the selection process itself in respect of the above mentioned Assignment.
 12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.
 13. I/We agree to keep this offer valid for six months from the Proposal Due Date specified in the RFP.
 14. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided at TECH-4A.

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15. A Power of Attorney in favor of the Lead Member to sign and submit this Proposal and documents for and on behalf of the consortium members is attached herewith in format provided at TECH-4B. (*applicable in case of consortium only*)
16. In the event of my/our firm/ consortium being selected as the PMU, I/we agree to enter into the Consultancy Agreement with IPA for the said Assignment in such manner as set out in the RFP Document.
17. I/We have studied RFP and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.
18. The Financial bid should be submitted Online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of 'Quoted Price' in the online technical Bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final .No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.
20. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.
21. I/We agree and understand that this Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
23. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations under the RFP documents till the completion of the Assignment/ Services in accordance with the terms of the RFP documents.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP document

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder / Lead Member)

Note:

The clauses that relate to consortium to be struck off in case of the Bidder is not a consortium.

TECH-2

PARTICULARS OF THE BIDDER

(Each Member in case of a Consortium)

Appointment of Project Management Unit for Development of NMHC, Lothal

1	Title of Assignment: Request for Proposal (RFP) for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat																								
2	<p>State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium</p> <p>Details of Bidder including (Members in case of Consortium):</p> <p>Name of Bidder: Brief description of the Bidder: Country of Incorporation: PAN Number: GST Number: Date of incorporation and / or commencement of business:</p> <table border="1" data-bbox="268 790 1294 1093"> <thead> <tr> <th>Sl. No.</th> <th>Name of Member</th> <th>Type of Organisation or Company Structure</th> <th>Principal Office, Branches</th> <th>Main lines of business, Core Area/ Strength</th> <th>Role of the Member*</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>* Role of each Member should be clearly identified and specified by mentioning the level of engagement in executing this Assignment.</i></p> <p>Location of Principal Office that will be responsible for the implementation of this work: (a) India (b) other</p> <p>Demonstrate their credentials through national / international awards / any other distinctions</p> <p>Contact and Communication Details:</p> <p>Name, Designation, Address and Phone Nos. etc. of Authorized Signatory of the Bidder:</p> <p>(a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone No: (f) E-mail Address: (g) Fax No:</p>	Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*	1						2						3					
Sl. No.	Name of Member	Type of Organisation or Company Structure	Principal Office, Branches	Main lines of business, Core Area/ Strength	Role of the Member*																				
1																									
2																									
3																									

Appointment of Project Management Unit for Development of NMHC, Lothal

	<p>Details of individual (s) who will serve as the point of contract / communication for IPA within the Company</p> <ul style="list-style-type: none">(a) Name:(b) Designation:(c) Address:(d) Telephone No.(e) E-mail address:(f) Fax No. <p>In case of Consortium, the contact and communication information above should be provided for all the Members of the Consortium.</p>
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Appointment of Project Management Unit for Development of NMHC, Lothal

3	<p>For the Bidder, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy Assignment.</p> <p>Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.</p>
4	<p>Does the Bidder's firm/company (or any member of the consortium) combine functions as a Consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a Consultant/ adviser to IPA and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Assignment in any other capacity? Yes/No</p>

Appointment of Project Management Unit for Development of NMHC, Lothal

5	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the consulting services?</p> <p>Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as PMU, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Assignment (including tendering relating to any goods or services for any other part of the Assignment) other than that of the PMU?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Assignment and they agree to limit their role to that of Consultant/ adviser for IPA only?</p> <p>Yes/No</p> <p>(Signature, name and designation of the authorized signatory) For and on behalf of</p>
---	---

TECH-3

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Bidder)

Ref.

Date:

To,
Managing Director,
Indian Ports Association (IPA),
1st Floor, South Tower, Nbcc Place
Bhisham Pitamah Marg, Lodi Road
New Delhi, Delhi 110003
Dear Sir,

Sub: Request for Proposal (RFP) for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We hereby confirm that we, the Bidder (along with other members in case of Consortium), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert Bidder's name) will act as the Lead Member of our Consortium.

I/We have agreed that (Insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Note:

To be signed by all the members of the consortium, in case of bid submitted by the consortium bidder.

TECH-4A

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

Know all men by these presents, we, (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the "**Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat**" including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to IPA, representing us in all matters before IPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with IPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Project Management Unit for "**Development of National Maritime Heritage Complex, Lothal, Gujarat**" and on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2019

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

Appointment of Project Management Unit for Development of NMHC, Lothal

.....

(Signature, name, designation and address of the Attorney)

Notes:

To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.

(You can print the Power of Attorney on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)

TECH-4B

**FORMAT FOR POWER OF ATTORNEY FOR LEAD
MEMBER OF CONSORTIUM**

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Whereas the **Indian Ports Association** (hereinafter referred to as "IPA"), has invited Proposals from interested parties for Appointment of Project Management Unit for Development of National Maritime Heritage Complex, Lothal, Gujarat ("the Assignment").

Whereas,,.....and.....(collectively the "Consortium") being members of the Consortium are interested in participation of bidding for the Assignment and implementing the same in accordance with the terms and conditions of the RFP Document and other connected documents in respect of the Assignment, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid/ Proposal for the Assignment and the Lead Member would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's proposal for the Assignment.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, and M/s. _____ (*the respective names, constitution and addresses of the registered office*) do hereby irrevocably nominate, constitute, appoint, authorize and designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the consortium, and true and lawful attorney of the Consortium (hereinafter referred to as "the said Attorney"),to do on behalf of the Consortium all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Assignment, including submission of bid/ application/ proposal, participating in conferences, responding to queries, submission of information/ documents, signandexecutecontractsandundertakingsconsequenttoacceptanceofbidofthe Consortium and generally to represent the Consortium in all its dealings with IPA, any/ or other Government Agency or any person, in connection with the Assignment until culmination of the process of participation and thereafter till the completion of all the Assignment under the terms of the RFP documents.

Appointment of Project Management Unit for Development of NMHC, Lothal

We hereby agree to ratify all acts, deeds and things done or caused to be done by Lead Member as our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us/Consortium and each of us shall be jointly and severally responsible and liable for any and all such acts, deeds and things done by the said Attorney.

IN WITNESS WHEREOF WE, THE ABOVE NAMED CONSORTIUM MEMBERS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2019

(Executants)

(To be executed by all the members of the Consortium)

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ power of attorney in favour of the person executing this power/ of attorney for the designation of power hereunder on behalf of the Bidder.

(All agreement shall have to be executed in INDIA)

(You can print the Power of Attorney on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)

Appointment of Project Management Unit for Development of NMHC, Lothal

TECH-4C Format of Joint Bidding Agreement

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. [], [acompany incorporated under the Companies Act, 1956 / 2013 and having its registered office at] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [], [acompany incorporated under the Companies Act, 1956 / 2013and having its registered office at]..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [], [acompany incorporated under the Companies Act, 1956/ 2013 and having its registered office at]..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Indian Ports Association (IPA) having its registered office at New Delhi,1st Floor, South Tower, NBCC Place B. P Marg, Lodi Road New Delhi - 110003. Indian Ports Association (hereinafter referred to as the “**Client**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the “**Applications**”) by its Request for Proposal No. dated(the “**RFP**”) for appointment asProject Management Unit for Development of National MaritimeHeritage Complex, Lothal, Gujarat(the “**Consultancy**”).
- (B) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and
- (C) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

Appointment of Project Management Unit for Development of NMHC, Lothal

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the selection process for the Consultancy.

2.2 The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“**Contract**”) with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
- (b) Party of the Second Part shall be [];and
- (c) Party of the Third Part shall be [].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in Charge

Without prejudice to the joint and several liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- (i) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters

Appointment of Project Management Unit for Development of NMHC, Lothal

related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

- (ii) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the *inter se* allocation of payments, works etc. among the Parties;
- (iii) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not,

Appointment of Project Management Unit for Development of NMHC, Lothal

individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.
- 9.3 The entire Project Management Plan and execution strategies at different stages have to be approved by the client.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

MEMBER IN CHARGE by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1. _____
2. _____

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

TECH-5
FORMAT FOR ANTI-COLLUSION CERTIFICATE

**Request for Proposal (RFP) for Appointment of Project Management Unit for
Development of National Maritime Heritage Complex, Lothal, Gujarat**

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this RFP, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with this RFP.

Dated this _____ day of _____, 2019

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed by all the Members in case of Consortium.

TECH-6
FORMAT FOR PROJECT UNDERTAKING

**Request for Proposal (RFP) for Appointment of Project Management Unit for
Development of National Maritime Heritage Complex, Lothal, Gujarat**

Ref.

Date:

To

Managing Director,
Indian Ports Association (IPA),
1st Floor, South Tower, Nbcc Place
Bhisham Pitamah Marg, Lodi Road
New Delhi, Delhi 110003

**Sub: Request for Proposal (RFP) for Appointment of Project Management Unit for
Development of National Maritime Heritage Complex, Lothal, Gujarat ('Assignment')**

We have read and understood the RFP Document in respect of the captioned Assignment provided to us by Indian Ports Association (IPA).

We hereby agree and undertake as under:

- (a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid/ proposal, we hereby represent and confirm that our bid/ proposal is unconditional in all respects.
- (b) We are not barred by Government of India, Government of Gujarat, or any state government or any of their agencies from participating in similar projects.

Dated this _____ Day of _____, 2019.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note: To be signed by the Lead Member(s) in case of a Consortium.

TECH- 7
FORMAT FOR AFFIDAVIT

**Request for Proposal (RFP) for Appointment of Project Management Unit for
Development of National Maritime Heritage Complex, Lothal, Gujarat**

*(Separate Affidavits are to be submitted by each member in case Bidder is a Consortium)
(Affidavit should be executed on a Non Judicial stamp paper of Rs 100/- or such equivalent document
duly attested by Notary Public)*

1. I, the undersigned, do hereby solemnly affirm and certify that all the statements made in the RFP and other documents incidental and in relation thereto are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application nor have been barred by any agency of Government of India (GOI) or Government of Gujarat (GOG) from participating in any projects.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Indian Ports Association (IPA) to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the IPA.

Signed by an authorized officer of the firm

Designation of officer

Name of Firm

Date

Verification

Verified at _____ on this _____ day of 2019 that the contents of the above paras are true and correct to my knowledge and nothing material has been concealed therefrom.

Appointment of Project Management Unit for Development of NMHC, Lothal

(You can print the affidavit on a stamp paper of the same value of your country and then get legalised by the Indian Embassy.)

TECH-8**FINANCIAL CAPACITY OF THE BIDDER**

S. No.	Financial Year	Annual Revenue from Consultancy Services (In Rs. cr)
1.	2018-19	
2.	2017-18	
3.	2016-17	

Certificate from the Statutory Auditor[§]

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees for projects as presented in Appendix attached hereto.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

[§]In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

This certificate shall be accompanied by Appendix attached hereto.

TECH-9

PARTICULARS OF PROPOSED KEY PERSONNEL

S.N.	Key Personnel - Current Position and Proposed Position	Name	Education Qualification	Professional Experience (Years)	Employment Profile		Experience in Similar Projects
					Name of Firm	Employed Period (From - To)	
1.	Team Leader						
2.	Contract & Procurement						
3.	Project Associate 1						
4.	Project Associate 2						
5.	Project Architect						
6.	Engineering / Technical						
7.	Infrastructure Expert						
8.	Content and Exhibition						
9.	Environmental Expert						
10.	Finance and PPP expert						
11.	Architecture Design Expert						
12.	Structure Expert						
13.	Other Architects/						
14.	Construction Manager						
15.	Assistant Engineer						
16.	Assistant Engineer						
17.	Assistant Engineer						

**Team Leader shall be from Lead Member in case of Consortium*

Note: Provide CV of each key personnel as proposed above in TECH-13. In case, the CV as per TECH-13 is not provided, the respective Key Personnel shall not be considered for evaluation.

Date:.....(Signature and name of the authorized signatory of the Bidder).....

TECH-10
PROPOSED APPROACH, METHODOLOGY AND WORK
PLAN

The proposed approach, methodology and work plan shall be described as follows:

1. Understanding of ToR (not more than Two pages)

The Bidder shall clearly state its understanding of the ToR and also highlight its important aspects. The Bidder may supplement various requirements of the ToR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the ToR.

2. Approach and Methodology (*not more than ten pages*)

The Bidder shall submit its Approach and Methodology for carrying out this Assignment, outlining its approach toward achieving the Objectives laid down in the ToR. The Bidder must specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Assignment.

3. Detailed Work Plan

The Bidder shall submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this Assignment have been fully covered by its Proposal. In case the Bidder is a Consortium, it must specify how the expertise of each firm is proposed to be utilized for this Assignment. The various tasks to be undertaken by the team considering the proposed approach and methodology for accomplishing the scope of works shall be detailed.

TECH-11
ELIGIBLE PROJECT EXPERIENCE (WITH SUMMARY) OF
THE BIDDER

*[Using the format below, provide information on relevant project experience for which your consultancy (Each Member in case of Consortium) was legally contracted for carrying out services similar to the ones requested under this Assignment during **the last 10 years preceding the date of submission of Proposal.**]*

Name of Bidder:	
Name of the Project:	
Project Type:	
Description of services performed by the Bidder firm:	
Name of Client and Address: (Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated Capital Cost of Project (in Rs. crore or US\$ million):	
Area of project (in acres)	
Start date and finish date of the services (month/ year):	
Proof / Certificate from client	
Salient Features of the Project including the list of project components:	
Salient Features of the services Provided:	

Sl. No	Relevant Projects as per Section 2.9	Start Date of Services	End Date of Services	Scope of Work Performed by the Firm	Client Details	Project Completion Certificate (Yes/No)
<p>Note: The bidder (single party or consortium) need to submit the notarized copy of the work order and completion certificate from respective client for each project in support their claim</p>						

Notes:

-
-
- (a) Use separate sheet for each Eligible Contract. (The eligible projects have been defined in Section 2.9.5.2 of this RFP).
 - (b) The certification of project experience shall be issued by concerned agency or client. The Bidder (Each Member in case of Consortium) should furnish adequate evidence to support its claim of Eligible Experience detailed in Bid Response Sheets. The experience of projects under proposal stage or designing stage shall not be considered for technical qualification. Projects with valid project experience certificate shall only be considered during evaluation.
 - (c) Any Bidder consisting of a Single Entity should fill in details as Single Entity Bidder and in case of a Consortium; the details need to be provided for each Entities / Bidders
 - (d) The Bidder should provide details of only those projects undertaken by it. Project experience of the Bidder's parent company or its subsidiary or any associate company (who is not a member of the Consortium) will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.
 - (e) The Bidder (Each Member in case of Consortium) should furnish the details of Eligible Experience as on the date of submission of the Proposal.
 - (f) The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
 - (g) Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of RFP.
 - (h) Ongoing projects can be submitted with detail of progress supported by suitable documents. Only projects which have been completed more than 80% and payments received will be considered for evaluation.

TECH-12

ELIGIBLE PROJECT EXPERIENCE OF KEY PERSONNEL

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project Features	
Name of Consulting Firm where employed:	
Name of Client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
Description of the role and services provided by the key personnel:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

Notes:

- 1 Use separate sheet for each eligible project.
- 2 The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
- 3 The Bidders (Each Member in case of Consortium) must provide the necessary information as per the provided sheet above.

TECH-13
CURRICULUM VITAE (CV) OF KEY PERSONNEL PROPOSED
FOR ASSIGNMENT

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

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

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record and Work Experience** [*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, position held, projects worked upon and respective, roles and services.*]:

From [Year]: _____ To [Year]: _____	Project 1.....	role and services
Employer: _____	Project 2.....	role and services
Positions held: _____	Project 3.....	role and services
	Project	role and services

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this Assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Whether a Permanent Employee of the Bidder for more than two years: Yes / No

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.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Place..... (Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Notes:

-
1. *Use separate form for each Key Personnel.*
 2. *The names and chronology of assignments included here should conform to the assignment-wise details as mentioned in earlier format.*
 3. *Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.*

It is allowed to use Scanned Signatures of Personnel and countersigned by the authorised Signatory in original. The originally signed CV shall be produced during negotiations, if successful.

TECH-14
PERSONNEL SCHEDULE

Bidder should propose the structure and composition of the team dedicated for carrying out the Assignment. Bidder should list the main disciplines of the assignment, the key personnel responsible, and proposed technical and support staff. The personnel schedule shall be consistent with the approach and methodology, detailed work plan, activity schedule.

Sl No.	Position	Name	Task(s) Assigned	Person-month inputs								Total Person-month inputs
				W1	W2	W3	W4	W28		
Key Personnel												
1												
2												
3												
4												
5												
6												
7												
8												
Total for Key Personnel												
Support Technical Staff												
1												
2												
...												
...												
...												
Total for Support Technical Staff												
Grand Total												

Notes:

- 1, Bidders to make their own assessment of Key Personnel Inputs as per their requirements
2. Bidders to make their own assessment of Support Technical Staff as per their requirements.

TECH-16
DETAILS OF CONSORTIUM MEMBERS

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member*				
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date - Completion Date)	Status
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Note:

- *The CV of the Person who will lead the Member shall be provided as the format specified in TECH 13

2. Use separate form for each Consortium Members

5 Section 5. Financial Proposal - Standard Forms

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

Note : The Financial bid should be submitted online only as per the Price Schedule given in Section 3 Financial Proposal and attached in PDF format in e -procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Please refer Annexure for further details.

FINANCIAL PROPOSAL SUBMISSION FORM

(TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND
COVER ON CPPP)

[Location, Date]

To:

Managing Director,
Indian Ports Association (IPA),
1st Floor, South Tower, Nbcc Place
Bhisham Pitamah Marg, Lodi Road
New Delhi, Delhi 110003

**Sub: Request for Proposal (RFP) for Appointment of Project Management Unit for
Development of National Maritime Heritage Complex, Lothal, Gujarat (“Assignment”)**

Dear Sir,

We, the undersigned, offer to provide the Project Management Services for **Development of National Maritime Heritage Complex, Lothal, Gujarat** in accordance with your Request for Proposal dated <Date>.

Our Financial Proposal (in Indian Rupees) is for the sum of INR _____
[Insert amount in figures and words](sum of both services as per Fin - 2), exclusive of all GST for
36 months from signing of agreement with Client.

(GST shall be reimbursed on actual basis on production of documentary evidence of payment)

Our Financial Proposal shall be binding upon us subject to expiration of the validity period of the Proposal i.e. 180 days from the last date of submission of this Proposal.

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

This Financial Proposal covers remuneration for all personnel cost, all incidental manpower expenses, out of pocket expenses, etc. The Financial proposal is without any condition.

Thanking You,

Yours Sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Advisor: _____

Address: _____

FIN-2

M (TO BE FILLED BY THE BIDDERS AND ATTACHED IN PDF FORMAT IN SECOND COVER ON CPPP)

Breakdown of Lump Sum Price for PMU Services

S.N.	Position	Name	Person-month input	Rate per month (INR)	Amount (INR)
1	Team Leader		36		
2	Contract & Procurement Expert		36		
3	Projects Associate - 1		36		
4	Projects Associate - 2		36		
5	Projects Architect		36		
6	Engineering / Technical Expert		36		
7	Other Experts* (All Resource Pool Experts)		Bidder need to assess the requirement of the resource pool experts as per ToR		
8	Total (A)				

Final quote should be inclusive of out of pocket/reimbursable expenses.

*Bidder are required to quote average man-month rate of Resource Pool experts as per clause no. 2.9.6.1 in the row of Other Experts.

Breakdown of Lump Sum Price for Services at Project Site at Lothal

S.N.	Position	Name	Person-month input	Rate per month (INR)	Amount (INR)
1	Construction Manager		36		
2	Assistant Engineer (Civil)		36		
3	Assistant Engineer (Electrical)		36		
4	Assistant Engineer (QCQS)		36		
5	Total (B)				
Grand Total (A+B)		Amount in Rs. (Figures)		Amount in Rs. (word)	

Final quote should be inclusive of out of pocket/reimbursable expenses.

*Bidder are required to quote average man-month rate of Resource Pool experts as per clause no. 2.9.6.1 in the row of Other Experts.

Section 6. Attachments

Attachment 1 : Form of Contract

Includes the following:

Form of Contract

General Conditions of Contract

Integrity Pact

Special Conditions of Contract

Appendices to Contract

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the eProcurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be

uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

19) 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 submitted bid will not be acceptable.

20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

22) If the price bid format is provided in a spread sheet file like PDF_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to cphp-nic@nic.in ; support-eproc@nic.in.