

# **Request for Proposal**

**(RFP)**

**For**

**ENGAGEMENT OF CONSULTANT**

**For**

**STUDY THE IMPACT**

**OF**

**GST ON THE INDUSTRY, IDENTIFICATION OF  
PROVISIONS AND ANALYSE THE FINANCIAL  
IMPLICATION  
ON ONE PORT**



**Indian Ports Association**

**1st Floor, South Tower, NBCC Place**

**B. P Marg, Lodi Road**

**New Delhi - 110 003**

**Email: ipa@nic.in**

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

**(Rs 5000/-)**

**(November, 2016)**

## **DISCLAIMER**

1. This RFP document is neither an agreement nor an offer by the Indian Ports Association (IPA) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. IPA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for IPA to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by IPA in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. IPA will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IPA or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IPA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. IPA will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that IPA is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and IPA reserves the right to accept / reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. IPA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. 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 the law expressed herein.
6. IPA reserves the right to change / modify / amend any or all provisions of this RFQ document. Such revisions to the RFP / amended RFP will be made available on the website of IPA.

**LETTER FOR ISSUE OF RFP FOR THE**

**“Engagement of consultant for study the impact of GST on the industry,  
identification of Provisions and analyse the financial implication on one  
port ”**

The set of RFP document is issued to:

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

Address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The cost of the RFP document is INR 5,000/- (Indian Rupees Five Thousand only)

**IPA**

Signature of the Officer

Issuing the RFP Document : \_\_\_\_\_

## Indian Ports Association

IPA/GAD/GST/2016

29/11/2016

### **“RFP for engagement of consultant for study the impact of GST on the industry, identification of Provisions and analyse the financial implication”**

#### **1. Invitation for the Proposal**

Indian Ports Association (IPA) on behalf of Ministry of Shipping (MoS), Government of India intends to procure the engagement of consultant for study the impact of GST on the industry, identification of Provisions and analyse the financial implication.

Accordingly, IPA invites Requests for Proposal (RFP) from interested consultants for the same. The RFP document providing the Terms of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria are available in the web site <http://ipa.nic.in>.

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

1. Submission of queries must be requested before 2.00 PM on 04/12/16
2. Pre-bid meeting will be held at 1200 Hrs on 05/12/2016
3. Receipt of offers on or before 3.00 pm (1500 Hrs) on 19/12/2016
4. Opening of Technical offers at 1530 Hrs on 19/12/2016

Reputed and interested consulting firms may download the RFP from the above website and send in their response to the **Chief Administrative Officer, Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi - 110003.**

In case, if RFP document is downloaded from website, the requisite document fee of Rs. 5,000/- in form of Demand Draft, in favor of Indian Ports Association shall be submitted along with bid.

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## **Indian Ports Association**

### **“RFP for engagement of consultant for study the impact of GST on the industry, identification of Provisions and analyse the financial implication**

#### **Introduction**

India has a long coast line of over 7500 kms and a rich maritime history. Unlike in the case of railways the British Colonial Government neglected the shipping industry in view of their own strong capabilities. As a result, water transportation today plays a minor role in the supply chain of our goods and services. As per one estimate, the domestic traffic moved through water transportation is merely 7% compared to other large economies such as China (47%),USA (12.4%) and Japan (34%). Therefore one of the main objectives laid out in the vision document for the shipping industry is to increase the share of coastal shipping in model cargo mix to 10% by 2019-20. In addition to development of coastal shipping, there is also the important objective of ensuring better connectivity, with the inland waterways so as to ensure the movement of goods across the country. The abolition of Entry 52 in the recently passed Constitutional Amendment Bill facilitates the creation of a common Indian market. The shipping industry can play an important role in ensuring that there is a free flow of goods across the country by adding its own might to transportation by other modes of traffic like road, rail and air.

There is also the other objective to build a strong ship building industry in the country under the Make in India vision of the Prime Minister. India, being part of the Asian sub-continent is an important ally in international trade routes and thus there is an urgent need to provide an impetus to the sector. Goods and Services tax being on the anvil, provides an opportunity to rectify the same. A strong ship building industry while providing jobs can also substantially improve the commercial viability of the shipping industry for dependence on imports would be costly. Just as we have done in Railways, India can also be a centre for building commercial and defence ships just like the Japanese and the Koreans did after the Second World War. Concomitantly, one would also require a vibrant ship repair industry to support the shipbuilding industry such as the large ship recycling yard located mainly in Alang, Gujarat. There is also the other advantage of ability to service foreign ships as well.

## Objective

The broad objectives of the shipping/Port sector would be-

- a) Encourage coastal movement for transportation of raw material and consumables like cars, electronic items to leverage the lower cost of transportation by ships as compared to other modes.
- b) Encourage greater connectivity between coastal shipping and inland water ways to exploit the opportunities of a large common market provided by the GST.
- c) Build a robust domestic ship building industry covering both commercial and defence frigates.
- d) Create strong ship repair facilities to both support domestic ship building and servicing foreign ships coming into India.

To address these issues, the industry wishes to identify and assess the impact of GST on the ports and shipping industry and engage with GST authorities to highlight and represent policy and procedural recommendations to the authorities.

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

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

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## **Section 1**

### **(Instructions to Consultants)**

#### **Standard**

#### **1. Definitions**

- (a) “Employer” means the IPA/Ministry of shipping which has invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any interested firms/companies/agencies who submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information”, means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India.
- (g) “Instructions to Consultants” (Section 1 of the RFP) means the document, which provides Consultants with all information needed to prepare their proposals.
- (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-consultant and assigned to perform the Services or any part thereof.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.

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

## **2. Introduction**

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

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

- 3.1 Consultants may request a clarification on any clause of the RFP documents before 2.00 PM on 04/12/16. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address indicated in the Part II of Section

1. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 3.2 below.

3.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

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

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

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

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

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

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

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

## **5. Unfair Advantage**

- 5.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 4 above, the Employer shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants. In this regard, all bidding consultants will be given access to the relevant reports submitted by the consultant of "study the impact of GST on the industry, identification of Provisions and analyse the financial implication".

## 6. Proposal

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

## 7. Preparation of Proposals

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

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

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

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

(a) A brief description of the consultant's organisation and in the case of a consortium/joint venture of each partner will be provided in Form TP-2. In the same Form, the consultant and in the case of a consortium/joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the

Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal. In case of confidentiality agreements with clients, a self-certification from the Managing Director of the consultant should be provided.

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

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

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

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

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

7.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

## **8. Proposal Validity**

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

## **9. Taxes**

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

## **10. Currency**

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

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

### **11.1 Earnest Money Deposit**

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

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

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

- i. If proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii. If the consultant tries to influence the evaluation process.

- iv. If the first ranked consultant withdraws his proposal during financial negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).
- v. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect; and
- vi. If the Successful Bidder fails to execute the Agreement within the stipulated time or any extension thereof provided by IPA

**12. Performance Bank Guarantee :** The successful bidder will have to submit Performance Bank Guarantee(PBG) equivalent to 10% of value of project awarded with validity period till completion of Assignment/Job. After submission of Performance Bank Guarantee (PBG), EMD shall be returned to him.

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

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

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

13.3 The original and all copies of the Technical Proposal (along with 2 soft copies in word and PDF format in CD or Pen-drive) shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”. Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment/ job. The envelope containing the Technical Proposal, Financial Proposal, Document fee, EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE-19/12/2016, 3.00 PM”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/ or marked as stipulated.

This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

13.4 The Proposal must be sent to the address/ addresses indicated in the Section 1 and received by the Employer no later than the time and the date indicated in the Section 1 or any extension to this date in accordance with para 3.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

#### **14. Proposal Evaluation**

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

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

14.3 Selection Committee while evaluating the technical proposal shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The selection committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Term of Reference and by applying the evaluation criteria specified in Section 2.

14.5 Financial proposal of only those firms who are technically qualified shall be opened on the date & time specified by employer in the presence of the consultants' representatives who choose to attend.

#### **15. Technical Negotiations**

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

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

**16. Award of Contract:** After technical Negotiations, the employer shall issue a letter of intent (LOI) to the selected consultant. The consultant will sign the contract after fulfilling all the formalities/ pre-conditions like submission of Performance Bank Guarantee, etc.

### **17. Confidentiality**

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

### **18. Contents of Proposal Document:**

The Proposal Document comprises the contents as mentioned in this document and would additionally include Addendum if any, issued by The Chief Administrative Officer, Indian Ports Association, New Delhi

### **19. Scrutiny and Evaluation of Proposals:**

#### **Preliminary Scrutiny:**

In the first instance the officer of (Tender Inviting Authority) appointed for opening of proposals shall ascertain the availability of proper Proposal Security. In case a proposal is received without the requisite and proper Proposal Security, it shall be summarily rejected and the second envelope of such proposal containing Financial Proposal shall be returned unopened to the concerned bidder/s

#### **Responsiveness of Proposals:**

The proposals received on time, accompanied by the requisite and proper Proposal Security shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal may be treated non-responsive for any or all of the following reasons:-

- a. The bidder/s not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the 'Notice Inviting RFP.
- b. All the information as indicated in the Proposal Document is not furnished.
- c. Validity of proposal not confirmed.

- d. Proposal documents not signed and sealed in the manner prescribed in the Proposal Document.
- e. The proposal and supporting documents show significant variations and or inconsistency/ies.
- f. If the technical proposal indicates/ discloses directly or indirectly financial proposal.

A non-responsive proposal shall be rejected at this stage and the second envelope of concerned bidder/s will be returned unopened to them.

## **20. Scrutiny of Technical Proposals:**

Responsive bids shall be examined in details for their technical contents. Compliance to detailed Scope of work, Experience of bidder, proposed work plan for implementation, team composition etc. of the bidders shall be checked.

In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/ altered either to fulfil minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters. The proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

## **21. RFP Document**

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

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website.

In case, if RFP document is downloaded from website, the requisite document fee of Rs. 5,000/- in form of Demand Draft, in favor of Indian Ports Association shall be submitted along with bid.

## **22. Timelines and Schedule**

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

1. Submission of queries must be requested before 2.00 PM on 04/12/16
2. Pre-bid meeting will be held at 1200 Hrs on 05/12/2016
3. Receipt of offers on or before 3.00 pm (1500 Hrs) on 19/12/2016
4. Opening of Technical offers at 1530 Hrs on 19/12/2016

## **23. Submission of Proposal**

Proposal, in its complete form in all respect as specified in the RFP document, must be submitted to

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

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

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## **Section 2**

**(Terms of Reference)**

**Scope of work is classified as under the following three broad categories –**

▶ Analysis of compliance management and supply chain efficiency study in one port arising due to GST

- Mapping of the supply chain and key processes impacted by GST
- Mapping of inputs and outputs in the supply chain
- Mapping of current taxes incident on the inputs and outputs
- Identify ways and means of unblocking credits
- Study of compliance management under current and the proposed GST regime

▶ Impact analysis of the model GST law provisions on the industry and identification of issues that may have an adverse impact on the ports and shipping sector.

Aim is to cover compliance improvement / management in terms of the following -

- Registration – multiple registrations

GST provisions propose multiple registrations for businesses which would lead to operational complexity, warranting ERP amendments

- Returns

There is likely to be an increase in the compliance burden for the shipping sector with GST provisions / rules, making it mandatory for taxpayers to file three monthly returns and one annual return

- Refunds

Study and review of the GST provisions and processes, only in case of exports and inverted duty structure

- Input tax credit – restricted input tax credits

Analysis of available credits, only if the vendor has actually paid the tax on supply and submitted return

- Scrutiny of Valuation rules, place and time of supply rules
- Issues related to job work

- ▶ Suggestions pertaining to set-up of institutional arrangements which will benefit the shipping industry
  - Recommend suitable institutional arrangements for interaction with Centre / GST authorities
  - Adoption of dispute resolution mechanism through set-up of GST Secretariat in respective States

**Special Terms & Conditions:**

1. The Consultant and his team need to co-ordinate with major ports in collecting the necessary documents and information in this regard and hold discussion with the concerned officials of major ports as required in this regard.
2. Draft of the representation need to be forwarded to IPA for its vetting and final representation shall be made after incorporating the changes and additions suggested by IPA.
3. Fee for this assignment shall be lump sum inclusive of all actual expenses, conveyance and accommodation incurred in connection with the performance of this assignment.
4. Fee in this regard is exclusive of applicable service tax or GST and is subject to deduction of income tax at source. Claims of the consultants in this regard will be settled within 30 days of receipt of the claim.

**PART II : TOR related information**

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

- i. This RFP is not an offer and is issued with no commitment. IPA reserves the right to withdraw the RFP and change or vary any part thereof at any stage. IPA also reserves the right to disqualify any bidder, should it be so necessary at any stage. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- ii. IPA may in its absolute discretion, but without being under any obligation to do so,

update, amend or supplement the information, assessment or assumption contained in this RFP

- iii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fees, expenses associated with any demonstration or presentations which may be required by IPA or any other costs incurred in connection with or relating to its proposal. All such cost and expenses will remain with the Applicant and IPA shall not be liable in any manner whatsoever for the same or for any other expenses incurred by an Applicant in preparation or submission of the Proposal.
- iv. IPA reserves the right to withdraw this RFP, if it is in the best interest of the Government of India.
- v. Timing and sequence of events resulting from this RFP shall ultimately be determined by IPA.
- vi. No oral conversations or agreements with any official, agent or employee of IPA shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of IPA shall be superseded by the definitive agreement that results from this RFP process. Oral communications by IPA to bidders shall not be considered binding on IPA, nor shall any written materials provided by any person other than IPA.
- vii. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against IPA or any of their respective officials, agents, or employees arising out of, or relating to this RFP or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- viii. Applicants who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

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

For all the bids received before the last date and time of bid submission, the proposals and accompanying documentation of the qualification proposal will become the property of IPA and will not be returned after opening of the qualification proposal. IPA is not restricted in its rights

to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. IPA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

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

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

### **4. Evaluation of Proposals**

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

### **5. Language of Proposals**

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

### **6. Eligibility and pre-qualification criteria (PQC) for selecting the consulting firm/ Company/ Agency.**

<b>S.No</b>	<b>Pre-qualification requirement</b>	<b>Documentary Evidence</b>
<b>1</b>	<p><b>a.</b> The Bidder(s) should be a registered Firm/Company/ Agency providing services in the consulting sector incorporated under the companies Act 1956 or the companies Act, 2013 or the Partnership Act, 1932 or The Limited Liability Partnership Act, 2008 or any other relevant Act.</p> <p><b>b.</b> should have been in existence for a period of atleast 5 years as of 31.03.2016.</p> <p><b>c.</b> The Bidder(s) should have valid Service Tax/VAT/TIN registration in India.</p>	<p><b>a.</b> Copy of relevant certificate of incorporation / partnership deed.</p> <p><b>b.</b> Service Tax/ VAT/ TIN registration Certificate.</p>
<b>2.</b>	The Bidder(s) should have prior experience of executing projects similar to all the items mentioned in the illustrative list of services mentioned in section 2 of the RFP in the last 5 years as on September	Undertaking on the letter head by authorized personnel

	01,2016	
3.	The Bidder(s) should have minimum of 15 consultants having experience in the illustrative list of services mentioned in Section 2 of the RFP in India.	Self Certificate from HR Head/ authorized personnel
4.	<p>a) The Bidder(s) should not have been blacklisted by Govt. of India /Central PSU in the last 3 years preceding the date of submission of bid.</p> <p>b) The Bidder(s) should not have violated /infringed or any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.</p> <p>c) The Bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices issued by Government of India or by Government of any other state in India or any of the PSU at the time of bidding.</p>	Undertaking on the letter head by the company secretary or Legal Head of the organization or the authorized personnel.

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

- i. Copy of Contract/work orders indicating the details of previous assignment, client etc. The Competent authority of the Consulting firm shall self-certify if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment has to be provided to ascertain relevance
- ii. Key personnel i.e. CVs of key personnel and details of associate/s likely to be involved in executing this assignment
- iii. An undertaking stating that firm/organization is not blacklisted by Government or its agencies including Central/State Level Public Enterprises.
- iv. A Certificate regarding non-disclosure/sharing of confidential information with third parties.
- v. Statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the bidder/s
- vi. Annual Turnover Certificates & audited balance sheet for last 3 financial years ( Yr 2013-14 , Yr 2014-15, Yr 2015-16)
- vii. Certificate of incorporation, PAN Number & Service Tax Registration.
- viii. Covering letter declaring the offer to be unconditional, confirming its validity for 180 days and a list of all the documents submitting along with the Bid.

## **8. Proposal Submission**

Interested consultant should submit both technical and financial proposals in two parts as per the Schedule mentioned in of Section 1 i.e. Timeline and Schedule.

The technical proposal (One Original hard copy and two softcopy in Word& PDF format) and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”. Financial Proposal should indicate a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both the envelopes containing the Technical and Financial proposals shall be placed into an outer envelope and sealed along with EMD. This outer envelope shall bear the title of the assignment hiring of Consultant “study the impact of GST on the industry, identification of Provisions and analyse the financial implication”.

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

Technical proposal should be prepared considering the Terms of Reference, Detailed Approach & Methodology, and any other information to highlight the capability of the consultant.

Technical Proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. **Technical Proposal-Standard Forms & Other Undertakings**.

Technical Proposal should be a complete document and should be bound as a volume. The documents should be page numbered and duly signed by Authorized Representative who has the capacity to sign along with Authorization Letter.

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

Financial proposal must be submitted in the form of all the duly signed forms as per Section 3 of RFP i.e. Technical Proposal-Standard Forms. All amounts quoted in the financial proposal forms must be in Indian Rupees.

## **9. Presentation**

The agency may be required to make a presentation of their credentials and the proposed methodology / approach, before the Evaluation Committee and the duration of presentation will be of twenty minutes tentatively. The date, time & venue of the presentation will be intimated separately.

## 10. Evaluation of Proposal

### 10.1.1 Qualification Criteria.

The criteria for selection of the consulting firm would be based on Technical score (70 % weightage) and Financial score (30% weightage).

### 10.1.2 Technical Criteria (100 Points).

S.No	Criteria	Basis of Marks	Marks
1	Experience in handling similar programmes on Indirect Taxation/ Service tax/VAT/ GST	5 Programmes -10 marks >5-<=10 Programmes -20 marks >10 Programmes - 30 marks	30
2	Total Experience of the Bidder	<5 years -5 marks =>5-<=10 Years -10 marks >10 years -15 marks	15
3	Number of Consultants /Trainers engaged by the Bidder	<5 - 0 marks =>5-<=15 -10 marks >15 -20 marks	20
4	Number of Branches within India operated by the Bidder	<5 - 0 marks =>5-<=15 -10 marks >15 -15 marks	15
5	<ul style="list-style-type: none"> <li>• Approach &amp; Methodology</li> <li>• Presentation</li> <li>• Comments and Suggestions on TOR</li> </ul>		20
<b>Total for Technical Score</b>			<b>100</b>

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

**Technical Score: (X)**

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

['Technical' Score of Bidder for the Project (X)]	= 100 X	[Marks secured by the respective Bidder]
		<b>Highest Marks</b> secured

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

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

**Financial Score: (Y)**

The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder. Any monetary figure in decimal shall be rounded off to the nearest INR.

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

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

[The ‘financial score’ of Bidder for the project(Y)]	= 100 X	[Lowest offer quoted by the qualified bidder (Rs.)]
		[Offer quoted by the respective Bidder (Rs.)]

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

**Composite Score of the Bidders**

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

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score (F=D+E)
A	B	C	D	E	F

**Note: Consultant shall be submitted the self-evaluation sheet as per above criteria along with Technical Proposal with proper page numbering for supporting documents.**

**11. Support/Inputs to be provided by IPA / Ministry of Shipping**

Ministry/IPA will provide the consultant the relevant content and facilitate in setting up meetings and obtaining permissions for the consultant to carry out the activities as per the scope of work

## 12. Deliverables, Timelines and Payment Schedule

There shall be three stages at which payment shall be made to the consulting firm. The payment in each stage shall be released as under:

<b>Sr. No.</b>	<b>Deliverable</b>	<b>Timelines</b>	<b>Payment</b>
1.	Analysis of compliance management and supply chain efficiency study in one port arising due to GST	D + 4 Months	<b>20%</b>
2.	Impact analysis of the model GST law provisions on the industry and identification of issues that may have an adverse impact on the ports and shipping sector.	D + 5 Months	<b>40%</b>
3.	Suggestions pertaining to set-up of institutional arrangements which will benefit the shipping industry	D + 5 Months	<b>40%</b>

## 13. General Terms and Conditions

- (i) Data provided for the study are confidential in nature. The consultant should not share the data without IPA permission. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the consultant along with Technical Proposal.
- (ii) At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization should be enclosed with the bid.
- (iii) The bidding institution (s) should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
- (iv) Rates quoted shall remain firm till completion of works.
- (v) The jurisdiction in case of disputes shall be the Courts of Delhi/New Delhi.
- (vi) The bidder should be registered under relevant Laws/Acts of the country.

- (vii) In case of any dispute arising, the decision of the IPA will be final.
- (viii) Even though applicants satisfy the necessary requirements they are subject to disqualification if they have:
  - a. Made untrue or false representation in the form, statements required in the application document.
  - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

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

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

**(x) Fraud and corrupt practices**

- a) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection' Process. Notwithstanding anything to the contrary contained in this document, the IPA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the IPA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the

case may be, as 'mutually agreed genuine pre-estimated compensation and damages payable to the IPA for, *inter alia*, time, cost and effort of the IPA, in regard to this document, including consideration and evaluation of such Applicant's Proposal.

- b) Without prejudice to the rights of the IPA herein above and the rights and remedies which the IPA may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the IPA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the IPA during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the IPA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IPA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IPA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant adviser of the IPA in relation to any matter concerning the Project; (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process; (d) "undesirable practice" means (i) establishing contact with any person

connected with or employed or engaged by the IPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**(xi) DISPUTE RESOLUTION**

**Amicable Settlement**

If any dispute or difference or claims of any kind arises between the Purchaser and the Tenderer in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the notice of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

**Assistance of Expert**

The Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The Expert so appointed shall, after hearing the parties, try to resolve the dispute referred to him by way of settlement. The cost of obtaining the service of the Expert shall be shared equally.

**(xii) ARBITRATION**

**Arbitrators**

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent within a period of 30 days unless time is extended with the mutual consent of the parties w.e.f. the date of service of notice of the any party referred in Clause 19.1 the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended upto date. Unless the Parties mutually agree otherwise, within 30 (thirty) Days of invocation of the arbitration as mentioned below, the rules of arbitration prescribed by the International Centre for Alternative Dispute Resolution, New Delhi shall apply to the arbitration. The arbitration shall be by a panel of three Arbitrators, one to be appointed

by each Party and the third, who shall act as presiding arbitrator, to be appointed by the two arbitrators appointed by the Parties. The arbitration shall be invoked by one party issuing to the other a notice in writing invoking the arbitration and appointing an Arbitrator. Upon receipt of the notice, the other Party shall appoint the second Arbitrator. The two Arbitrators so appointed shall appoint the third Arbitrator who shall act as the 'Presiding Arbitrator'. If the other Party fails to appoint a second Arbitrator within 30 (thirty) Days from the receipt of the request to do so, then the Arbitrator so appointed by the first party shall adjudicate the disputes as 'Sole Arbitrator'.

### **Place of Arbitration**

The place of arbitration shall be New Delhi.

### **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

### **Procedure**

The procedure to be followed within the arbitration, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date.

### **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

### **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

### **Performance during Arbitration**

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### **Applicable Law**

This contract shall be governed by the Laws of India for the time being in force. Subject to the clauses on arbitration above, the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract.

### **DEFENCE OF SUITS**

If any action in court is brought against the Purchaser or an officer or agent of the Purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence of the part of the Bidder, his agent, representatives or his sub-Bidders, workman, contractors or employees, the Supplier shall in all such cases indemnify and keep the Purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action. All claims regarding indemnity shall survive the termination or expiry of contract.

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

Form TP 1: Letter of Proposal submission

Form TP 2: Consultant's organization & experience

Form TP 3: Comments & suggestions on TOR

Form TP 4: Approach & Methodology

Form TP 5: Curriculum vitae

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

**Technical Proposal-Other Undertakings**

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

**FORM TP-1**  
**LETTER OF PROPOSAL SUBMISSION**

TO: [Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [study the impact of GST on the industry, identification of Provisions and analyse the financial implication]in accordance with your Request for Proposal dated [insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope and requisite EMD.

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

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

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

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

We remain,

Yours sincerely

Authorized Signature [in full and initials];

Name and Title of Signature:

Name of Firm:

Address:

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

**A- Consultant's Organization**

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

**B- Consultant's Experience**

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

**A) Organizational Experience**

Sl. No.	Name of Entity with complete communication address.	Order No. and Date	Scope of Consultancy work	Date of award of contract & Contract Period	Value of Contract	Actual Date of Completion	Person/ Project authority who could be contracted for further information.	Supporting Document

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

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

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

Financial year	Gross Annual revenue/Turnover	Revenue/Turnover from consultancy business	Remarks
2013-14			
2014-15			
2015-16			

**( Seal & Signature of Bidder)**

**Note:** Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The

Competent Authority of the consulting firm shall self-certify if the firm has non-disclosure agreements with its clients. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

In case of selection, the details of work order, contract and completion certificate which have non-disclosure agreements shall be submitted for verification.

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

**1. On the Terms of Reference**

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

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

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

- a) Technical Approach and Methodology,
  - b) Work Plan, and
  - c) Organization and Staffing
- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the Tor and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here.
- c) **Organization and Staffing:** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

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

1. Proposed Position :

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

2. Name of Firm :

[Insert name of firm proposing the Staff]:

3. Name of Staff :

[Insert full name]:

4. Date of birth :

5. Nationality :

6. Education :

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

7. Membership of Professional Associations :

8. Other Training :

9. Countries of work experience :

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

10. Languages :

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

11. Employment Record :

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

From [Year]: To Year]

Employer:

Positions held:

12. Detailed Tasks Assigned :

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

13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification :

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

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

[Full name of authorized representative]

Date :

Place :

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

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

If no, please certify,

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

Authorized Signature [in full and initials]:

Name and title of Signatory:

Name of Firm:

Address:

### **Section 3**

#### **(Financial Proposal-Standard Forms)**

Form FP-1: Financial Proposal submission Form

Form FP-2: Financial Proposal

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of Assignment/job] in accordance with your Request for Proposal dated [insert date] and our Technical Proposal. Our attached financial Proposal is for the sum of [insert amount(s) in words and figures 1). This amount is exclusive of applicable service tax or GST and is subject to deduction of income tax at source. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para 8 of Section 1

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

Yours Sincerely,

[Authorized Signature [in full and initials]:]

[Name and title of Signatory:]

[Name of Firm:]

Address:

**Financial Proposal**

Sl. No.	Name of the Assignment	Fees quoted (Exclusive of applicable service tax or GST)

( Fees in words) Rs.

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm:

Address:

**Check list of Documents**

The bids shall be accompanied with the followings:

1) DD/ Pay order towards EMD(Rs 50,000/-), Document Fee (Rs 5000/-)	<b>Yes/No</b>
2) Firm registration certificate.	<b>Yes/No</b>
3) Resume of Team members with supporting documents	<b>Yes/No</b>
4) Copy of Work Orders/ Self-certification	<b>Yes/No</b>
5) Copy of completion certificates along with value/Self-certification	<b>Yes/No</b>
6) Undertaking that the firm/Institution is not blacklisted by any Government Institute/CPSE/SLPE/Local Authority	<b>Yes/No</b>
7) Authority Letter , if any	
7) Undertaking regarding Non-Disclosure	<b>Yes/No</b>
8) Duly filled format (as given in Technical bid with Self Evaluation sheet along with softcopy in Word & PDF format & Financial bid)	<b>Yes/No</b>
9) Certificate of incorporation, PAN Number & Service Tax Registration	<b>Yes/No</b>
10) Validity of 180 days from the opening of RFP	<b>Yes/No</b>
11) Annual Turnover Certificates & audited balance sheet for last 3 financial years( Yr 2013-14 , Yr 2014-15, Yr 2015-16)	<b>Yes/No</b>