

GOVERNMENT OF INDIA
Ministry of Commerce & Industry
Department of Commerce
Logistics Division

RFP for
Engaging a Consultant for working out
Integrated Logistics Plan for the country
RFP No. RFP/1/2018-Log

January 2018

LOGISTICS DIVISION, DEPARTMENT OF COMMERCE, NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

The Government has recognised the need for integrated development of Logistics sector in the country. Accordingly, the second schedule of the Government of India (Allocation of Business) Rules, 1961, was amended on 7th July 2017 and the subject “Integrated Development of Logistics Sector” was allocated to the Department of Commerce under Ministry of Commerce & Industry.

Main challenges faced by the Logistics sector in India can be enumerated as under:

- High cost of logistics – impacting competitiveness in domestic & global market
- Unfavourable modal mix (Roadways -60%, Railways 30%); inefficient fleet mix
- Under-developed material handling infrastructure
- Fragmented warehousing
- Multiple regulatory/policy making bodies
- Procedural complexities – cumbersome and duplicate processes
- High dwell time
- Lack of:
 - seamless movement of goods across modes
 - skilled manpower
 - recognition as industry – logistics companies seen as labour providers
 - integrated IT infrastructure/modern technology
 - coordination among various stakeholders
 - nodal agency – no single window system
 - integrated infrastructure planning – project-centric approach within single mode
 - benchmarking and standardization

In order to address these issues, the Logistics division, DoC has drawn the following action plan:

- Formulation of National Integrated Logistics Plan to bring in greater transparency and enhance efficiency in logistics operations
- Develop integrated IT Platform as a single window for all logistics related matters. This portal will have linkages with the IT systems of Railways, Road transport & Highways, Shipping, Civil Aviation, CBEC, State Transport departments etc. and act as a Logistics marketplace
- Usher in ease of documentation, faster clearance, digitisation
- Bring down logistics cost to less than 10% of GDP by 2022

- Faster clearances for setup of logistics infrastructure like MMLPs, CFS, AFS & ICD
- Introduce professional standards and certification for service providers
- Promote introduction of high-end technologies like high-tech scanning equipment, RFID, GPS, EDI, online Track & Trace systems in the entire logistics network.
- Improve Logistics skilling in the country and increase jobs in Logistics sector to 40 million by 2022

The objective of this assignment is to engage a Consultant to develop the detailed Integrated Logistics Action Plan. This shall involve preparing a comprehensive study of India's Logistics sector, root cause analysis, OD analysis and traffic projections-sector and commodity wise-for both domestic and EXIM cargo, Logistics modelling, and suggest plans to enhance logistics efficiency and work out an institutional arrangement within the Government for implementation of the action plan.

Interested applicants are requested to submit their responses to the RFP No. RFP/1/2018-Log at the address mentioned on Central Public Procurement Portal (CPPP: <http://eprocure.gov.in>) on or before Feb 21, 2018, 17.00 Hours.

The submissions may be addressed to:

Director (Logistics), #250, Udyog Bhawan, New Delhi-11

DISCLAIMER

1. This RFP document is neither an agreement nor an offer by Department of Commerce, Government of India (hereinafter referred to as —DoC) 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. DoC 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 DoC to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DoC in relation to the statement of work. 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 obtain independent advice from appropriate sources.
3. DoC will not have any liability to any prospective Applicant/ Firm/ 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 DoC or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. DoC 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 in this RFP.
4. DoC will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DoC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and DoC reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DoC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DoC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DoC reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of DoC and CPPP portal.

Section 1: Letter of Invitation

New Delhi Date:31st Jan 2018

Introduction

1. The Government has recognised the need for integrated development of Logistics sector in the country. Accordingly, the second schedule of the Government of India (Allocation of Business) Rules, 1961, was amended on 7th July 2017 and the subject “Integrated Development of Logistics Sector” was allocated to the Department of Commerce under Ministry of Commerce & Industry.

2. The three aspects of Logistics sector include

- Roads, Railways, Ports, Airports/cargo hubs/terminals, warehouses, ICDs, Logistics Parks etc
- Integrated Information Technology system of infrastructure providers, customs & other border agencies, State RTOs & Trade tax departments etc and
- Trained human resource in the field of Logistics

Recognizing the need for a coordinated and integrated development of the Logistics sector in the country, the Logistics division has planned initiatives in all the above mentioned three areas.

3. **Objective:** The objective of this assignment is to engage a Consultant to develop the detailed Integrated Logistics Action Plan. This shall involve preparing a comprehensive study of India’s Logistics sector, root cause analysis, OD analysis and traffic projections-sector and commodity wise-for both domestic and EXIM cargo, logistics modelling, and suggest plans to enhance logistics efficiency and work out an institutional arrangement within the Government for implementation of the action plan.

4. The Consultant will be selected as per Combined Quality cum Cost Based Selection (CQCCBS).

The RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Pre - Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard format of Work Order

All clarifications/ corrigenda will be published only on the CPP Portal. The official website for accessing the information related to this RFP is Central Public Procurement Portal (<http://eprocure.gov.in>).

Yours sincerely,

Director (Logistics), DOC

Section 2: Instructions to Applicants

2.1 Introduction

2.1.1 The client (hereinafter called —DoC) proposes to select a Consultant in accordance with the method of selection specified in this document. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by DoC through the selection process specified in this RFP (the —Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DoC's decisions are final without any right of appeal whatsoever.

2.1.2 The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as —the Proposal), as specified in the Data Sheet, for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFP, in relevant sections herewith.

2.1.3 The Proposal will form the basis for grant of work order to the selected Consultant. The Consultant shall carry out the assignment in accordance with the Terms of Reference of this RFP (the —TOR).

2.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DoC or any other costs incurred in connection with or relating to its Proposal. The DoC is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.

2.1.5 DoC requires that the Applicant hold DoC's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DoC and the Project.

2.1.6 It is the DoC's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the DoC: (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question;

(ii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

2.1.7 **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary DoC, whose decision shall be final.

2.1.7 Termination of Assignment: DoC will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the DoC will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the DoC, the DoC will forfeit the performance security of the Applicant.

2.1.8 The Applicant shall submit his proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively only through Central Public Procurement Portal (<http://eprocure.gov.in>). Original EMD is to be deposited at DOC. A copy of the EMD shall be uploaded on CPPP portal. The submissions for Pre-Qualification shall be evaluated first as specified in this RFP. Subsequently the technical evaluation as specified in this RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicant securing the minimum qualification marks will be opened.

2.1.9 Number of Proposals: No Applicant shall submit more than one Application.

2.1.10 Right to reject any or all Proposals:

(i) Notwithstanding anything contained in this RFP, the DoC 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.

(ii) Without prejudice to the generality of above, the DoC 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 DoC, the supplemental information sought by the DoC for evaluation of the Proposal.

(iii) Such misrepresentation/improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking applicant gets disqualified/ rejected, then the DoC 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 DoC, including annulment of the Selection Process.

2.1.11 Acknowledgement by Applicant:

(i) It shall be deemed that by submitting the Proposal, the Applicant has: a) made a complete and careful examination of the RFP; b) received all relevant information requested from the DoC; c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the DoC; d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under; e) acknowledged that it does not have a Conflict of Interest; and f) agreed to be bound by the undertaking provided by it under and in term hereof.

(ii) The DoC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DoC.

2.2 Clarification and amendment of RFP documents

Applicants may seek clarification on this RFP document, before the stipulated date as mentioned in this RFP document. Any request for clarification must be sent by standard electronic means (PDF or word file) at sharma.aman@nic.in. The DoC will endeavour to respond to the queries prior to the Proposal Due Date. The DoC will post the reply to all such queries on the CPPP portal.

2.2.1 At any time before the submission of Proposals, the DoC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted on the CPPP Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the DoC may at its discretion extend the Proposal Due Date.

2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform DoC beforehand in writing and email. The maximum no. of participants from an applicant, who choose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Earnest Money Deposit

2.3.1 A Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of Pay and Account Officer, DoC, New Delhi, payable at New Delhi, for the sum of Rs. 100,000 shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3D.

2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as —EMD [name of assignment] and —Not to be opened except in the presence of evaluation committee. In addition, a scanned copy (in PDF format) shall also be uploaded on Central Public Procurement Portal (hereinafter referred to as CPPP). Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected. MSMEs claiming exemption through Single Point Registration Scheme should upload valid registration certificate along with order for the grant of such exemption and deliver the same in physical copy at DoC before proposed due time.

2.3.3 DoC will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by DoC. The selected Applicants' Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFP and work order.

2.3.4 DoC will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DoC in regard to the RFP without prejudice to DoC's any other right or remedy under the following conditions: (i) If an Applicant engages in a corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of work order); (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time, In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or (iii) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to DoC. (iv) Performance Security equivalent to the amount indicated in this RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP / work order. (v) For the successful bidder the Performance Security shall be retained by DoC until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

2.3.5 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, would not be eligible to submit a Proposal.

2.3.6 An Applicant 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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.4 Preparation of proposal

2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The DoC will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document.

2.4.3 The technical proposal should provide the documents as prescribed in clause 2.6.5 along with photocopy of PAN Card and latest income-tax return. No information related to financial proposal should be provided in the technical proposal.

2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, DoC will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

2.4.5 The Proposals must be digitally signed by the Authorized Representative (the —Authorized Representative) as detailed below: (i) by the proprietor in case of a proprietary firm; (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or (iii) by a duly authorized person under resolution of the Board, in case of a Limited Company or a corporation.

2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the DoC, and the evaluation will be carried out only on the basis of Documents

received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the DoC reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.4.7 Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following: (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST (service tax), shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST (service tax) over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

2.5 Submission, receipt and opening of proposals

2.5.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. The applicants are advised to familiarize themselves with the process in advance to avoid any inconvenience at a later stage. Files uploaded on the portal should have file name in accordance to following format [form_name.applicant_name]. Applicant name should contain only first two words of its name.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures. Authorized Representatives' authorization should be confirmed by a resolution/power of attorney by the Board/competent authority accompanying the Proposal (Pre - Qualification Proposal).

2.5.3 The Applicant shall submit his proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively.

2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.

2.5.5 After the deadline for submission of proposals the EMD and Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the

prescribed Minimum Qualification Criteria. The RFP details containing the Technical and Financial Proposals shall remain sealed.

2.5.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the DoC on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the DoC during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant 's proposal.

2.6 Proposal Evaluation

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

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

PQ proposal

(i) The Pre-Qualification Proposal is received in the form specified in this RFP; (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof; (iii) it does not contain any condition or qualification; and (iv) it is not non-responsive in terms hereof.

Technical Proposal

(i) the Technical Proposal is received in the form specified in this RFP; (ii) it is accompanied by the Earnest Money Deposit as specified in this RFP; (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof; (iv) it does not contain any condition or qualification; and (v) it is not non-responsive in terms hereof.

Financial Proposal

(i) The Financial Proposal is received in the form specified in this RFP; (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof; (iii) it does not contain any condition or qualification; and (iv) It is not non-responsive in terms hereof.

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

2.6.3 As part of the evaluation, the Pre-Qualification Proposals submitted [in Form 3A] should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal [in Form 3F, 3G & 3H] of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal, Financial Proposal and Earnest Money Deposit will not be opened after completion of evaluation of Pre-Qualification.

2.6.4 Minimum Qualification Criteria:

As part of the evaluation, the Pre-Qualification Proposals submitted should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal, Financial Proposal and Earnest Money Deposit will not be opened after completion of evaluation of Pre-Qualification.

2.6.4.1 Eligibility criteria

S No	Minimum Qualification Criteria
A	<p>The bidder should have directly provided consultancy services to <u>Indian Public Sector organizations / Ministries / Departments / Enterprises / Undertakings</u> on large-scale programs covering strategy and governance, policy formulation and implementation, development of business model / business process in any of the following areas: public infrastructure, transportation, public services, logistics, or e-governance <u>in at least 2 projects in the last five 5 years</u></p> <ul style="list-style-type: none"> • Project start date must be <u>inside the last 5 years</u> from the issue date of this RFP • Both <u>ongoing as well as completed projects</u> are relevant
B	<p>The bidder should have a <u>minimum average annual turnover of INR 100 Crores from management consulting services in India during the last 3 financial years</u> i.e. 2014-15, 2015-16 and 2016-17 <u>excluding</u> revenue from audit, taxation, transaction advisory, IT services, systems integration projects</p>

2.6.4.2 Self-Certified Documentary Evidence to be submitted in support of Eligibility

To demonstrate eligibility as well as other aspects to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of Contract / Work Orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Non-Disclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.

2.6.5 Technical Bid Evaluation

2.6.5.1 The evaluation committee ("Evaluation Committee") appointed by the Ministry will carry out the technical evaluation of proposals on the basis of the following evaluation criteria and points system. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation is concluded. Each evaluated proposal will be given a technical score as detailed below vis-à-vis the maximum points / marks as mentioned against each:-

S No	Technical Evaluation Criteria	Marks
A1	<p><u>Experience in India Public Sector</u></p> <ul style="list-style-type: none">• The bidder should have directly provided advisory services to <u>Indian Public Sector organizations / ministries / departments / enterprises / undertakings</u> on large-scale programs covering strategy and governance, policy formulation and implementation, development of business model / business process in any of the following areas: public infrastructure, transportation & logistics, <u>in at least 2 projects in the last five 5 years. Experience in key infrastructure sectors such as Roads, Railways, Shipping and Civil Aviation shall be considered.</u>• Projects will be evaluated on the basis of their relevance• Project start date must be <u>inside 5 years</u> from the issue date of RFP• Only projects with a <u>minimum contract size of INR 5 crore</u> will be considered for evaluation• Both <u>ongoing as well as completed projects</u> are relevant• Relevant experience will cover: policy or road-map formulation, strategic planning etc. Each case study should describe in details the client for whom such services were rendered (name can be held confidential if such a Non-Disclosure Agreement was signed with the bidder in which case a self-declaration needs to be provided), objective, scope, approach and deliverables from the project, team size and duration of project, impact / value creation for the client	15

S No	Technical Evaluation Criteria	Marks
A2	<p data-bbox="293 282 1161 315"><u>Global experience in marketplaces in logistics and related areas</u></p> <ul data-bbox="293 365 1251 853" style="list-style-type: none"> • <u>Two detailed case studies</u>, with <u>project start date in the last 5 years</u>, where the bidder has provided advisory services related to logistics action plan/policy • Relevant experience will cover: policy formulation, strategic planning, OD analysis, implementation planning at a pan-country or state-level, roll-out of initiatives in a large country • Each case study should describe in details the client for whom such services were rendered (name can be held confidential if such a Non-Disclosure Agreement was signed with the bidder in which case a self-declaration needs to be provided), objective, scope, approach and deliverables from the project, team size and duration of project, impact / value creation for the client • Marks will be awarded on the basis of the relevance of the case studies to this tender 	15
B	Quality of the proposed work plan and methodology	30
B1	<p data-bbox="293 974 687 1008"><u>Quality of the RFP response</u></p> <ul data-bbox="293 1012 1251 1227" style="list-style-type: none"> • Understanding of the issues and challenges involved in preparing a road map for the Logistics sector and how the proposed approach will successfully address those challenges in the short, long run • Activities / tasks / initiatives, project planning, resources planning, effort estimate etc, with milestones and time frame for completion • Clarity of deliverables at each stage of the work 	20
B2	<p data-bbox="293 1317 1193 1350"><u>Quality of the presentation to the technical evaluation committee</u></p> <ul data-bbox="293 1355 1251 1534" style="list-style-type: none"> • Presentation to the evaluation committee on Consultant's proposed Approach and Methodology and Stakeholders management plan covering the points outlined in section B1 above as well as previous experience of undertaking similar assignment • Quality of response to the committee's questions 	10
C	Quality of the proposed team	40

S No	Technical Evaluation Criteria	Marks
C1	<ul style="list-style-type: none"> • Project Manager / Project Coordinator-Full time • Should have relevant postgraduate professional qualification such as Masters in Economics, Commerce or Business Administration, and must possess a minimum of 6 years' experience, with increasing levels of responsibility • Should have experience with Indian or global public sector organizations / ministries / departments / enterprises / undertakings in strategy or action plan or road map preparation / policy formulation – at least 1 project • Should have experience of managing long term program / project of duration of one year or more with accountability and responsibility for performance including quality, budget schedule, client and stakeholder management – at least 1 project • CVs will be evaluated for relevance to the project 	10
C2	<p><u>Subject Matter Experts</u></p> <ul style="list-style-type: none"> • All Subject Matter Experts (SMEs) proposed by the bidder should have a graduate degree or above and a minimum experience of 10 years. The SMEs will be assessed basis the relevance of their past experience for the scope of this RFP • Transport infrastructure SME: experience of Railways, Road Transport, Shipping, civil aviation and warehousing sectors. Weightage shall be given to SME having global experience in these areas • Road/Highways operations SME: experience in developing transportation policies, processes and their implementation. • Railways SME: Experience in strategic planning and implementation in Railways sector. • Shipping SME: Experience in strategic planning and implementation in Shipping/Ports sector. • EXIM/GST SME: experience in documentation work pertaining to EXIM and domestic movement of goods, GST etc 	10
C3	<p><u>Team members</u></p> <ul style="list-style-type: none"> • 100% dedicated consultants on the project (CVs of 4 resources) • Engineering & MBA from a top tier institution with 3 years of experience • Experience of working on public sector projects 	20
Total Marks		100

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

$$\text{Normalized technical score of bidder A} = 100 \times \frac{\text{Marks secured by bidder A}}{\text{Highest Marks secured}}$$

2.6.6 Financial Bid Evaluation

2.6.6.1 The minimum technical score required to qualify for Financial Bid Evaluation is 80 points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. Logistics Division will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

2.6.6.2 Following are to be noted for financial bids:

- The financial bid covers Phase-I of the project only. It is assumed that the consultant will continue with the same financial arrangements in Phase-II of the project
- The financial bid shall be a lump sum bid inclusive of all expenses.
- Any applicable government taxes will be reimbursed on actual
- 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 reject.

2.6.6.3 Logistics Division will notify the applicants 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 e-mail.

2.6.6.4 The technically qualified bidder who bids the lowest will be given a financial score of 100. The financial scores of other bidders for the project shall be computed as follows:

$$\text{Normalized financial score of bidder A} = 100 \times \frac{\text{Lowest offer quoted by the qualified bidder (INR)}}{\text{Offer quoted by bidder A (INR)}}$$

2.6.7 Composite Bid Evaluation and Contract Award

2.6.7.1 Bids will be evaluated as per Combined-Quality-Cum-Cost-Based System. The Technical bids will be allotted a weight of 80% while financial bids will be allotted a weight of 20%.

2.6.7.2 A combined score for a bidder will be arrived at according to the following formula:

$$\text{Combined score of A} = 80 * [\text{Normalized Technical score of A}] + 20 * [\text{Normalized Financial score of A}]$$

2.6.7.3 The bidder obtaining the highest total combined score in evaluation of technical and financial as per para above will be ranked H-1 followed by proposal securing lesser marks as H-2, H- 3 etc. Bidder securing highest combined marks and ranked H- 1 shall be recommended for award of contract.

2.6.7.4 Logistics Division will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract. After issuance of Letter of

Award (LoA) of contract to the Successful Applicant, it shall, within (seven) days of the receipt of LoA, sign and return the LoA to DoC

2.6.7.5 This RFP shall be awarded for the duration specified in Section 5.2. The Department of Commerce reserves the right to further extend the period of engagement at its discretion and subject to satisfactory performance by the Consultant, under the same financial terms & conditions.

2.7 Performance Security

2.7.1 Performance Security equivalent to 10 (ten) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by Logistics Division, DoC until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

2.8 Miscellaneous

2.8.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.8.2 Government of India reserves the right to make inquiries with any of the Applicants about their previous experience record.

2.8.3 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, would not be eligible to submit a Proposal.

2.8.4 An Applicant 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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.8.5 All documents and other information provided by Logistics Division or submitted by an Applicant shall remain or become the property of Logistics Division. Applicants, as the case may be, are to treat all information as strictly confidential. Logistics Division shall not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to Logistics Division in relation to the assignment shall be the property of Logistics Division.

2.8.6 Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other

persons not officially concerned with the process, until the winning firm has been notified that it has been given the award of Contract.

2.9 Tentative schedule for selection process

Logistics Division will endeavor to follow the schedule as given below:

Date of issue of RFP	January 31, 2018
Last date for receiving queries/requests for clarifications	February 06, 2018
Pre-Bid Meeting	February 09, 2018
Client's response to queries/requests for clarifications	February 13, 2018
Proposal Due Date	February 21, 2018
Opening of Pre-Qualification Proposals	February 22, 2018
Opening of technical bid	February 23, 2018
Presentation by the Pre-Qualified Applicants and evaluation of Technical bids	February 24, 2018
Opening of Commercial bids	February 24, 2018
Issue of LoI	February 26, 2018

2.10 Data Sheet

Reference	Description
The name of Client	The President <i>through</i> Logistics Division, Department of Commerce, Government of India
Validity of the proposal	The applicant shall be valid for 60 (sixty) days from the Proposal Due Date i.e. February 21 st , 2018
Clarification	Must be requested on or before February 6 th , 2018. Applicants shall share the MS Word or PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is: sharma.aman@gov.in
Date & Time of pre-bid meeting	February 9 th , 2018 at 1000 hrs at Room No.141, Udyog Bhawan, New Delhi- 110001 Venue subject to change in special circumstances.
Submission of Proposal is Feb 21 st 2018 before 17.00 Hours (IST).	Last Date is February 21 st , 2018 before 1700 Hrs (IST) While the proposal will be submitted on CPPP, the address for submission of original EMD/Bank Guarantee is Shri Aman Sharma, Director (Logistics) Department of Commerce, Room No. 250, Udyog Bhawan, New Delhi
Cost of Application	NIL

Earnest Money Deposit	INR 100,000
Concerns & queries	<p>E-mailed to: sharma.aman@gov.in</p> <p>Or through post to: Shri Aman Sharma, Director (Logistics) Department of Commerce Room No. 250, Udyog Bhawan, New Delhi</p> <p>Or telephone to 011-2306 1139</p>

Section 3: Pre-Qualification and Technical Proposal - Standard Forms

1	Form 3A	Pre - Qualification Proposal Submission Form
2	Form 3B	Self-certification of fulfilling Minimum Qualification
3	Form 3C	Format for Power of Attorney for Authorized representative
4	Form 3D	Integrity Pact
5	Form 3E	Self-Certified documentary evidence to be submitted in support of Eligibility
5	Form 3F	Approach and Methodology: Contents of earlier works
6	Form 3G	Vision and Strategy: Innovative Ideas and Suggestions
7	Form 3H	Team Composition
8	Form 3I	Form of Bank Guarantee for Performance Security

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To
Shri Aman Sharma, Director (Logistics)
Department of Commerce
Room No. 250,
Udyog Bhawan, New Delhi- 110 001

RFP dated [date] [name of assignment]

Dear Sir,

With reference to your RFP Document dated [date], I/We, having examined all relevant documents and understood their contents, hereby submit my/our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified. This statement is made for the express purpose of engagement as Project Management for the aforesaid Project

2. I/We are submitting our Proposal as [name of the Applicant].

3. I/We understand you are not bound to accept any Proposal you receive. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on me/us.

Further:

4. I/We acknowledge that Logistics Division will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Company, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals

5. I/We shall make available to Logistics Division any additional information it may deem necessary or require for supplementing or authenticating the Proposal

6. I/We acknowledge the right of Logistics Division to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever

7. I/We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part

8. I/We declare to have:

(a) examined and have no reservations to the RFP, including any Addendum issued by the Authority; I/We do not have any conflict of interest in accordance with the terms of the RFP

- (b) 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Department of Commerce or any Central or State/UT Government, or any other public sector enterprise or authority; and
- (c) taken steps to ensure that no person acting for us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
9. 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 a firm, without incurring any liability to the Applicants
- 10 I/We certify that
- (a) in regard to matters other than security and integrity of the country, I/We or any of my/our affiliates 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 my/our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- (b) in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. I/We further certify that neither I/we nor any of my/our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP
- (c) no investigation by a regulatory authority is pending either against me/us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. I/We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Government in connection with the selection of a firm or in connection with the selection process itself in respect of the above mentioned Project
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or my/our proposal is not opened or rejected.
13. The Technical and Financial Proposal is being submitted in a separate cover. I/We agree to keep this offer valid for 60 (sixty) days from the Proposal Due Date specified in the RFP. We agree and undertake to abide by all the terms and conditions of the RFP Document.
14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith

We remain,

Yours sincerely,
Authorized Signature

Name & Title of Signatory

Name of the Firm:

Address:

E-mail

Telephone

Fax

(Name and seal of the Applicant/Member in Charge)

Form 3B: Self-certification of Minimum Eligibility

[Location, Date]

Certificate that the applicant has the following capabilities:

As against Para 2.6.4.1

(If at any time it is found out that the Applicant did not have the capabilities as enumerated above, Government of India may put the applicant in negative list without prejudice to any other civil/criminal action under the law and forfeiture of the Earnest Money Deposit.

Form 3C: Format for Power of Attorney for Authorized Representative

[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 seal affixed in accordance with the required procedure]

[Location, Date]

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —“Authorized Representative“), with power to sub-delegate to any person, 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 [name of assignment], of Logistics Division, DoC the “Authority“ including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in “yyyy” format].

For [name and registered address of organization] [Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of Witness]

Accepted

Signature] [Name]

[Designation]

[Address]

Form 3D: Integrity Pact

As mentioned in terms of the link provided below

<http://cvc.nic.in/41122007.pdf>

Form 3E: Self-Certified documentary evidence to be submitted in support of Eligibility

[Location, Date]

Certificate that the applicant has the following capabilities:

As against Para 2.6.4.2

Form 3F: Approach and Methodology: Contents of earlier works
Form 3G: Vision and Strategy: Innovative Ideas & Suggestions
Form 3H: Team Composition

Form 3I: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of Logistics Division, Department of Commerce, Government of India (hereinafter referred as “the Client“ which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of the firm] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the “Company“ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of the Client’s Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Company, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the “Work Order“) and the Company having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Company to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Company. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Company or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Company nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the Company any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Company and notwithstanding any security or other guarantee that the Client may have in relation to the Company's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Company /the Bank or any absorption, merger or amalgamation of the Company/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Company] on whose behalf this guarantee has been given.

Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

[Designation]
[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Government of India.

Section 4: Financial Proposal - Standard Forms

1	Form 4A	Financial Proposal Submission Form
2	Form 4B	Summary of Costs

Form 4A Financial Proposal Submission Form

[Location, Date]

To
Shri Aman Sharma, Director (Logistics)
Department of Commerce
Room No. 250,
Udyog Bhawan, New Delhi- 110 001

RFP dated [date] [name of assignment]

I/We, the undersigned, offer to provide the services for [name of assignment] in accordance with your RFP dated [date] and my/our Proposal. My/Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

My/Our Financial Proposal shall be binding upon me/us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, I/we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988.

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

We remain,

Yours sincerely,
Authorized Signature

Name & Title of Signatory

Name of the Firm:

Address:

E-mail

Telephone

Fax

(Name and seal of the Applicant/Member in Charge)

Form 4B Summary of Cost

Lump sum bid Inclusive of all Expenses (in INR)	In digits Rupees_____
	In words Rupees----- ----- ----- ----- only
Applicable GST (Service Tax) (in%)	To be reimbursed on actuals

Authorized Signature

Name & Title of Signatory

Name of the Firm:

Address:

E-mail

Telephone

Fax

(Name and seal of the Applicant/Member in Charge)

Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. Such break-up of individual costs will, however, **not** be considered for financial evaluation.

Section 5: Terms of Reference

5.1 SCOPE OF WORK :

The detailed scope of work for the consultant is as follows

- *Phase 1 – Diagnostic overview of critical logistical bottlenecks, Origin Destination(OD) consolidation and key interventions needed*
 - **Logistics cost and performance benchmarking**
 - Estimate cost of logistics as percentage of GDP for India and 3-4 other comparable countries (e.g. China, USA etc) and analyze the reasons for higher cost, if applicable, in India
 - Benchmark India's performance on the Logistics Performance Index and identify areas where India is lagging; Classify improvement areas on the basis of implementability
 - **Identify root causes for areas in which India's performance is lagging**
 - Analyze and break-down cost and time of transportation of representative commodities on 1-2 key stretches for both EXIM and domestic cargo. A detailed time and motion study should be done for each key stretch
 - For the above stretches, evaluate the key factors adding to time and cost as compared to international best in class benchmarks (e.g. China, Europe)
 - Analyze the modal mix of traffic for EXIM cargo and key domestic corridors. Based on incremental cost economics, evaluate the optimal modal mix for each cargo-corridor combination
 - Assess impact of GST on EXIM and domestic logistics flows and networks
 - Prioritize key levers that can improve performance through an impact-implementability framework
 - **OD Consolidation**
 - Review and consolidate available studies, database and reports (e.g. Sagarmala NPP, National Road Plan of Ministry of Road Transport and Highways, LEEP study of the Ministry of Road Transport and Highways, Rakesh Mohan NTPDCL report etc.) to summarize freight flows across multiple modes
 - **Lay out preliminary recommendations to enhance logistics efficiency. Recommendation may include but not be limited to:**
 - Leveraging digital and IT tools to promote logistics efficiency (e.g. Electronic Tolling, e-WayBill etc)

- Optimizing location and prioritization of multi-modal hubs/FTWZs/logistics parks and other industrial real estate infrastructure (e.g. Industrial Corridors/Nodes, SEZs)
- Streamlining of documentation, approvals processes and other paperwork
- Policies that encourage logistics efficiency (e.g. optimize modal mix, promote larger and more efficient vehicles)
- Key corridors where infrastructure needs to be enhanced through suitable projects (e.g. highways, ports, railways)
- Evaluate new models of transport (e.g. Hyperloop, Electric Vehicles and PRT) and their suitability for freight or passenger transport)
- **Build on the OD consolidation work in the diagnostic phase to include all long-distance travel and transport including passenger traffic accounting for over 80% of the total**
- **OD development: EXIM cargo**
 - Conduct detailed analysis and 10 year projection of EXIM cargo movement from origin to destination including both sea freight and air cargo as well as hinterland transportation to/from ports and airports
 - Analyze and break-down cost and time of transportation of 2-3 representative commodities on key stretches
- **OD development: Domestic cargo**
 - Identify 10 key corridors of 500 KM or more with the maximum domestic freight density across all modes
 - Analyze key cargo accounting for 80% of total cargo movements in each of the 10 corridors, breaking down each cargo category by mode of transport
 - Prepare 10 year projection of each cargo in each corridor
- **Conduct traffic surveys, as necessary, over at least 30 representative road stretches to analyze Origin Destination by Commodity/vehicle type**
- **Prepare origin destination analysis and projections of passenger and freight cargo over the next 10 years**
- **Logistics modelling**
 - Use an established Logistics/Freight modelling tool to suggest interventions required on major routes and commodities, for reducing the cost of Logistics and making it more efficient. Reliable data inputs for feeding into this model shall be provided by the Consultant, on the basis of studies conducted as part of this project as well as those already available with other Ministries/agencies

■ *Phase 2 – Implementation phase*

- Recommend a shelf of infrastructure projects (road, rail, airports, waterways, pipelines) that will help optimize the overall modal mix and logistics cost/efficiency in the country
- Review current plans of key infrastructure ministries and development agencies and identify gaps/potential for optimization versus the prioritized list of projects

- Working groups to enhance logistics efficiency
 - Based on the recommendations in Phase 1 and Phase 2, form relevant working groups with concerned ministries, implementing agencies and relevant private players/industry associations to address key policy issues and prioritize/accelerate relevant projects

5.2 Timelines: Deliverable timelines (42 weeks)

S No	Deliverable	Timeframe (Weeks from inception)
1	Logistics cost & performance benchmarking and Root cause analysis	8
2	OD Consolidation	16
3	Preliminary recommendations on interventions to enhance logistics efficiency	20
4	OD development, Final cargo traffic flow study	30
5	Implementation phase	42

5.3 Deliverables and payment milestones

S No	Deliverable	Payment percent
1	Logistics cost & performance benchmarking and Root cause analysis	20%
2	OD Consolidation	20%
3	Preliminary recommendations on interventions to enhance logistics efficiency	15%
4	OD development, Final cargo traffic flow study	25%
6	Implementation phase	20%

5.4 **Term of payment** shall be on receipt of pre-receipted invoices in triplicate, complete in all respects along with certificate of milestone completion. Advance payment will **not** be considered. For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

Section 6: Standard form of work order

Work order to undertake [name of assignment]

Logistics Division, Department of Commerce, Government of India, New Delhi-110001, India, (hereinafter referred to as the Client) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

a) requested M/s [name][address] (hereinafter referred to as the Company) to provide certain services on the general terms & conditions as defined in the RFP

b) The Company, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The documents attached hereto shall be deemed to form **an integral part of this work order** which includes signed copy of bid document along with other communications/clarifications a mutually agreed upon, cost estimate pursuant to financial bid and the performance security document through the Bank Guarantee.
2. The Company shall **carry out the Services** in accordance with the provisions of the work order; and the Client will make payments to the Company in accordance with the provisions of the work order.
3. This **Work order shall come into effect** on the date the work order is assented to by the Company, or such other date as may be stated. The Company shall commence the Services from any date notified by the Client. Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
4. **Modification** of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.
5. Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. **Force Majeure** shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
6. A Party affected by an event of **Force Majeure shall immediately notify** the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be **extended for a period equal to the time** during which such Party was unable to perform such action as a result of Force Majeure.

7. Neither Party shall be able to suspend nor excuse the **non- performance of its obligations** hereunder unless such Party has given the notice specified above.

8. The **Client may terminate this Work order**, written notice of termination to the Company, to be given after the occurrence of any of the events specified in this clause:

(a) if the Company do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing

(b) if, as the result of Force Majeure, the Company are unable to perform a material portion of the Services for a period of not less than fifteen (15) days

(c) within fifteen (15) days, if the Company fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof

(d) within seven (7) days, if the Company submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Company places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.

(e) within seven (7) days, if the Company, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order

(f) within fifteen (15) days, if the Company become insolvent or bankrupt

(g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order

9. If either Party **disputes** *termination of the work order* under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by the Commerce Secretary, whose decision shall be final and binding.

10. Subject to additional provisions, if any, in this work order the Company's liability under this Work order shall be as provided by the Applicable Law.

11. The Company will maintain at its expense, **Professional Liability Insurance** including coverage for errors and omissions caused by Company's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies

in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Company hereunder or (ii) the proceeds, the Company may be entitled to receive from any insurance maintained by the Company to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

12. The **Client** will

(a) use its best efforts to ensure that the Government will provide the Company with work permits and such other documents as necessary to enable the Company to perform the Services

(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services

13. For the purpose of determining the **remuneration due for additional services** as may be agreed under relevant clauses for modification in this work order.

14. The Company shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall **indemnify** the Client against any inaccuracy in the work, which might surface during implementation of the project

15. The Company agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Company of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Company including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Work order (collectively — Indemnified matter).

As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Company of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Company from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise

16. The Company shall at all times indemnify and keep indemnified the Client against any claims/damages etc., of whatsoever nature.

17. Unless otherwise stated, **notices** to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, post, e-mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses.