



TARIFF AUTHORITY FOR MAJOR PORTS
Government of India

**INVITATION OF TENDER
FOR
IMPLEMENTING A PROJECT FOR
ISO 9001:2008 AND ISO 27001 CERTIFICATION**

Tariff Authority for Major Ports, a statutory body under Ministry of Shipping, Government of India, invites bids / tenders from interested Consultancy Organisations from the enclosed list of twenty four consulting organisations hosted in the website www.performance.gov.in of the Cabinet Secretariat, Performance Management for providing consultancy services to the Tariff Authority for Major Ports (TAMP) for obtaining ISO 9001:2008 Certification and ISO 27001 Certification. This document provides the scope, pre-qualification criteria, bidding terms and conditions and suggested response formats.

PART I: GENERAL TERMS

1. GOALS OF THIS TENDER DOCUMENT

The objective of this tender document is to solicit proposals from the interested bidders for participation in a bid process for selection of consultants to help the Tariff Authority for Major Ports to obtain ISO 9001:2008 Certification and ISO 27001 Certification. The bids shall be submitted in accordance with the instructions to Tenderers as enumerated in the tender document.

2. BID / TENDER ISSUING AUTHORITY

This bid / tender is issued by the **Tariff Authority for Major Ports, Ministry of Shipping**, intended to select a potential bidder. TAMP's decision with regard to the selection of the bidder through this Tender shall be final and the TAMP reserves the right to reject any or all the bids without assigning any reason.

1	Project Title	Selection of Consultancy Organisation for obtaining ISO 9001:2008 Certification and ISO 27001 Certification
2	Project Initiator Details:	
(a)	Organization	Tariff Authority for Major Ports (TAMP)
(b)	Contact Person	Shri N.K. Parameswaran Administrative Officer Tel: 022-2379 2013
(c)	Contact Person (Alternate)	Shri D.S. Bhople Section Officer Tel: 022-2379 2008
(d)	Contact Details	Tariff Authority for Major Ports 4 th Floor, Bhandar Bhavan, Muzawar Pakhadi Road, Mazgaon, Mumbai - 400 010. Tel: 022-2379 2013 Email: tariff@tariffauthority.gov.in
(e)	Website	www.tariffauthority.gov.in
3	Earnest Money Deposit (EMD)	₹20000 (Rupees Twenty Thousand only) in the form of Demand Draft only, drawn in favour of Tariff Authority for Major Ports payable at Mumbai only.
4	Performance Guaranty	10% of total contract value in the form of BG drawn from the Nationalized or Scheduled Bank having its branch in Mumbai, and it shall be valid for 9 months from the date of last acceptance by the TAMP.
5	Liquidated Damages	If the consultancy organisation fails to complete the work within stipulated time, then liquidated damages @ 1% per week (up to maximum 5%) of the total charges will be deducted from the payment.

Note: The bidders are expected to examine all instructions, forms, terms, project requirements and other details in the Tender document. Failure to furnish complete information as mentioned in the Tender documents or submission of a proposal not substantially responsive to the Tender

documents in every respect will be at the bidder's risk and may result in rejection of the proposal.

3. TENTATIVE CALENDAR OF EVENTS

The following table enlists important milestones and timelines for completion of bidding activities:

S. No.	Milestone	Date and time (dd-mm-yyyy; hh:mm)
1.	Release of Tender	06-09-2013; 10.30
2.	Bidders Conference	16-09-2013; 11.00
3.	Last date for submission of Tender	26-09-2013; 13.00
4.	Opening of Tender	26-09-2013; 16.00
5.	Powerpoint Presentation to be made by shortlisted bidders	To be informed later
6.	Declaration of selected bidder	To be informed later

4. BIDDERS' CONFERENCE

Tariff Authority for Major Ports will host a bidder's Conference in Mumbai. The venue of the bidder's Conference will be at the address given under Contact Details in Section 2 above. The Conference is tentatively scheduled as per the schedule given in Sl. No.2 of Section 3 above. The representatives of the interested organizations (restricted to two persons) may attend the bidders' conference at their own cost. The purpose of the conference is to provide bidders with any clarifications regarding the tender. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender and the project.

5. TENDER PROCESSING FEES

A non-refundable processing fee of ₹ 5,000 (Five Thousand Rupees only) in the form of a Demand draft or a Pay Order drawn in favour of Tariff Authority for Major Ports, payable at Mumbai has to be submitted along with the tender / bid proposal. Bids received without or with inadequate Processing fees shall be liable to get rejected.

6. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposal, in its complete form in all respects as specified in the tender document, must be submitted to Tariff Authority for Major Ports with the deadline specified at Sl. No.3 of Section 3 above at the address specified in Section 2. Tariff Authority for Major Ports, in exceptional circumstances and at its discretion, extend the deadline for submission of proposal by issuing an addendum to be made available on the website of the Tariff Authority for Major Ports, in which case all rights and obligations of Tariff Authority for Major Ports and the bidders

previously subject to the original deadline will thereafter be subject to the deadline as extended.

7. EARNEST MONEY DEPOSIT (EMD)

EMD as stipulated in 'Invitation to Tender', in the form of Demand Draft drawn from any Nationalised Bank or Scheduled Bank having its branch in Mumbai, and in favour of Tariff Authority for Major Ports and payable at Mumbai, shall accompany the Tender. EMD of unsuccessful Tenderers will be returned after placement of work order on successful tenderer, without any interest. EMD of the successful Tenderer will be returned upon after obtaining both the Certifications.

8. NOTIFICATION OF AWARD

8.1. Successful Tenderer will be intimated about Award of Contract. After notification of the award the successful Tenderer shall sign with date, the Agreement Form as provided in **Annex-1** of the Tender Document incorporating all terms & conditions and submit the same within fifteen days from the date of Notification of Award.

8.2. PERFORMANCE SECURITY

Within fifteen (15) days of the date of notification of award by TAMP, the Successful Tenderer shall furnish a Performance Security at the rate of 10% of total Contract Value in the form of Bank Guarantee in accordance with the Conditions of Contract, in the format for Performance Security provided at **Annex-2** of the tender documents or any other form acceptable to the TAMP.

9. FORFEITURE OF EMD / PERFORMANCE SECURITY

9.1. In case the successful Tenderer fails –

- (a). to sign the agreement in accordance with Section 8.1 or
- (b). to furnish the Performance Security in accordance with Section 8.2.

The EMD as submitted by the Tenderer will be forfeited. No interest will be payable by the TAMP on the forfeited EMD amount.

9.2. FORFEITURE OF PERFORMANCE SECURITY

TAMP will be entitled to en-cash the Bank Guarantee deposited by the Consultancy Organisation, in any of the following events:

- (a). In case of failure on the part of the Consultancy Organisation, at any time, during the continuance of this Agreement, to comply with any of the conditions herein contained, or
- (b). In case of any breach of Agreement / Contract.

PART II: SCOPE OF SERVICES

10. GENERAL BACKGROUND

- 10.1. The Tariff Authority for Major Ports (TAMP) was constituted in April 1997 to provide for an independent Authority to regulate all tariffs, both vessel related and cargo related, and rates for lease of properties in respect of Major Port Trusts and the private operators located therein. The Major Ports Trust Act, 1963 was amended by Port Laws (Amendment) Act 1997 to constitute the TAMP.
- 10.2. TAMP has jurisdiction only over Major Port Trusts and private terminals therein. It is responsible for prescribing the rates for services provided and facilities extended by them and also rates for lease of port trust properties. TAMP is empowered not only to notify the rates but also the conditionalities governing application of the rates.
- 10.3. The endeavour of the TAMP is to emphasise user-orientation in its approach to work and thereby motivate all concerned to give it the benefit of their thinking. In conformity with its commitment to let the participative process preponderate in its working, special care is taken to give adequate opportunities for users to represent their interests. Accordingly, interactive sessions are organized at the port level with users directly. Besides, joint-hearings are held at the port level in the interest of natural justice before the Authority decides individual tariff cases.
- 10.4. Every notification, declaration, order and regulation of Authority made under the Major Port Trusts Act is published in the Gazette of India.
- 10.5. The Ministry of Shipping has advised Tariff Authority for Major Ports to obtain ISO 9001:2008 Certification in terms of service delivery. Further, the MOS has also based on advice of Cabinet Secretariat, advised TAMP to prepare Crisis Management Plan (CMP) for dealing with cyber related incidents. One of the points of action of CMP is to practice ISO 27001 and report its compliance. In this context, TAMP will need the service of competent consultants to implement ISO 9001:2008 and ISO 27001 and obtain the Certification for TAMP.

11. SCOPE OF WORK:

- 11.1. **The Scope of Work is providing consultancy services for obtaining ISO 9001:2008 as specified below:**

- (a). To assist the TAMP to constitute the Steering Committee and ISO Project team who will be responsible for implementing ISO 9001:2008 requirements.
- (b). To determine the scope of ISO 9001:2008 implementation and finalize the same through discussion with the Steering Committee. The consultant should define scope for which ISO 9001:2008 requirements may be implemented.
- (c). To perform gap analysis of the existing documentation of the Tariff Authority for Major Ports against the requirements of ISO 9001:2008 and produce a gap analysis report.
- (d). To plan together with the ISO project team of the Tariff Authority for Major Ports on the ways to address the gaps in order to develop the necessary documentation for ISO 9001:2008.
- (e). To develop all mandatory procedures as required in ISO 9001:2008 and guide the ISO project team on implementing the same.
- (f). To develop customised training course material in soft copy (as well as hard copy) for conduct of all necessary trainings.
- (g). To conduct required trainings that will include (i) top/senior management briefing; (ii) planning, documentation and implementation workshop for ISO project team and, (iii) awareness programme for all employees.
- (h). To advise the ISO steering committee on change management and the success factors to support effective implementation of ISO 9001:2008.
- (i). To conduct Internal Auditors training and guide the Internal Auditor team in conducting required numbers of internal audits.
- (j). To assist in evaluation of implemented ISO 9001:2008 quality management system through internal audits including closure actions.
- (k). To offer close guidance in the preparation and review of final documents prior to certification.
- (l). To assist in coordination of required management reviews prior to certification.
- (m). To guide the ISO project team to take the necessary corrective actions on identified non-conformities and final review of documents.
- (n). To guide the ISO Project team in making an application for certification.
- (o). Submit weekly MIS report to Top Management of the TAMP.
- (p). Engage External certification Audit: The Consultancy Organisation would have to provide assistance for engaging external certification agency for certification audit and extend support during Certification audit.
- (q). To co-ordinate during final certification of the Tariff Authority for Major Ports. Ensure to obtain ISO 9001:2008 Certification for the Tariff Authority for Major Ports by a selected certification body in the initial year as well as assist during the subsequent surveillance audit period for both the certification.
- (r). Any other task to ensure the certification of the Tariff Authority for Major Ports.

11.2. The Scope of Work is providing consultancy services for obtaining ISO 27001 as specified below:

- (a). Identify and document the scope of ISO 27001 certification: Consultancy Organisation needs to identify functional areas and processes to be covered in the scope and document the scope as per ISO 27001 certification requirement.
- (b). Review ISMS policy, processes and systems and procedures relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.
- (c). Conduct ISO 27001 Gap assessment: Consultancy Organisation shall conduct gap assessment against the ISO 27001 standard and provide the current status of ISMS to TAMP management. The identified Consultancy Organisation is required to provide assistance to TAMP internal team for closure of audit findings.
- (d). Prepare guidelines, procedures and other subordinate documents: The Selected Bidder would have to revise or formulate new required documentation such as IT Security policy, Standard & guidelines, Procedures, subordinate documents, Baseline security etc. The required documentation should also include the steps to be performed for ongoing ISO27001 compliance.
- (e). Engage External certification Audit: The Consultancy Organisation would have to provide assistance for engaging external certification agency for certification audit and extend support during Certification audit.
- (f). To co-ordinate during final certification of the Tariff Authority for Major Ports. Ensure to obtain ISO 27001 Certification for the Tariff Authority for Major Ports by a selected certification body in the initial year and the subsequent surveillance audit period.
- (g). Any other task to ensure the certification of the Tariff Authority for Major Ports.

11.3. The scope of work for ISO 9001:2008 and ISO 27001 of Tariff Authority for Major Ports will cover all the sections viz. Administrative Section, Tariff Section and Accounts Section consisting of a maximum of 35 staff members.

12. TIME FRAME:

The time period for the ISO 9001:2008 and ISO 27001 will be 4 months from the date of award of the contract.

PART III: BIDDING TERMS AND PRE-QUALIFICATION CRITERIA

13. CONDITIONS UNDER WHICH THIS TENDER DOCUMENT IS ISSUED

- 13.1. This tender document is not an offer and is issued with no commitment. Tariff Authority for Major Ports reserves the right to withdraw the tender and change or vary any part thereof at any stage. Tariff Authority for Major Ports also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- 13.2. Tariff Authority for Major Ports reserves the right to withdraw this tender if Tariff Authority for Major Ports determines that such action is in the best interest of the Government of India/ TAMP.
- 13.3. Timing and sequence of events resulting from this tender shall ultimately be determined by Tariff Authority for Major Ports.
- 13.4. No oral conversations or agreements with any official, agent, or employee of Tariff Authority for Major Ports shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any official or employee of Tariff Authority for Major Ports shall be superseded by the definitive agreement that results from this tender process. Oral communications by Tariff Authority for Major Ports to bidders shall not be considered binding on Tariff Authority for Major Ports, nor shall any written materials provided by any person other than Tariff Authority for Major Ports.
- 13.5. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against Tariff Authority for Major Ports or any of their respective officials, agents, or employees arising out of, or relating to this tender or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- 13.6. 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.
- 13.7. Each applicant shall submit only one proposal.
- 13.8. **ADDITIONS AND ALTERATIONS**
The Management Representative will have the power and authority from time to time and at all times, to issue such instructions and directions as may appear to him necessary or proper for the guidance of the Consultancy Organisation and for good and efficient executions of the job according to the terms and specifications. The Consultancy Organisation will be bound by the same

according to the true intent and meaning thereof as fully and effectively as though the same has been mentioned or referred to in the specifications.

13.9. EXTENSION OF COMPLETION PERIOD

Failure to complete the work covered in the Agreement that has arisen from war, insurrection, restraints imposed by Govt., Act of God or Central Govt./State Govt., accident, strike, riot, lockout or from any cause which the TAMP may admit as reasonable ground for an extension of time for completion of work stipulated in the Agreement, the TAMP will allow such additional time which it considers reasonable provided that the Consultancy Organisation shall report to the TAMP in writing within 15 days of the occurrence of any cause as aforesaid which will or might affect the performance of the Agreement.

13.10. RATES AND AMOUNTS INCLUDE ALL CHARGES

The amount quoted by the Tenderer shall be lump sum and must include all payments on account of taxes other than service tax, levies, duties, etc., payable to the State Government or Government of India or any other authority or Corporate body and all other incidental charges that the Tenderer may have to bear for the execution of the Work as covered in the subject Tender. The lump sum amount quoted shall be firm and final.

13.11. TRANSPORT AND ACCOMMODATION OF CONSULTANCY ORGANISATION STAFF

The Consultancy Organisation shall at his own expense provide Living accommodation and transport to and from the site of work for his employees. The intention being that the sum quoted in the tender shall be inclusive of all expenses, whatsoever in connection with the completion of the Agreement.

13.12. INDEMNITY

Notwithstanding that all reasonable and proper precautions may have been taken by the Consultancy Organisation at all times during the execution and currency of the Agreement, the Consultancy Organisation shall nevertheless be wholly responsible for all damages whether to the works themselves or to any other TAMP property or to the lives or persons or property.

13.13. DEPLOYMENT OF MANPOWER

- (i). The Consultancy Organisation shall deploy such sufficient number of trustworthy, skilful and experienced Team leader and Team members.
- (ii). The Consultancy Organisation shall at all times take all reasonable precautions to prevent any unlawful riots or disorderly conduct by or

among his employees, officers, or agents and for the preservation of peace at place of work.

13.14. PAYMENT OF SERVICE TAX AND ANY OTHER APPLICABLE TAX FROM TIME TO TIME

Consultancy Organisation shall pay all taxes, levy and duty viz., Service Tax, any other taxes which he may be liable to pay to State Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of work.

13.15. INCOME TAX DEDUCTION

Income tax, if any, as per the relevant provision of the Income Tax Act shall be deducted at source from any payment payable to the Consultancy Organisation.

13.16. NO INTEREST ON ACCOUNT OF DELAYED PAYMENT

TAMP with respect to balance payment will not entertain any claim for interest, which may be in their hands owing to any disputes between TAMP and the Consultancy Agency or with respect to any delay on the part of the TAMP in making payment.

13.17. LIQUIDATED DAMAGES

As stipulated in Section 2, Sr. No.5, if the Consultancy Organisation fails to complete the consultancy work within stipulated time, then liquidated damages @ 1% per week (up to maximum 5%) of the total cost will be deducted from the payment.

13.18. SETTLEMENT OF DISPUTES

The whole of the work shall be carried out under the direction of the Member (Finance), Tariff Authority for Major Ports whose decision shall be final, conclusive and binding on all parties to the Agreement, on all questions relating to the Tender document and Agreement. In case of disputes, if any, decision of the Authority shall be final and binding.

13.19. ARBITRATION

Disputes if any between TAMP and the Consultancy Organisation during the currency of the Agreement or after the completion of the work or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to arbitration proceedings under this Agreement. The disputes so raised shall be referred to a panel of two

arbitrators, of which one to be appointed by the TAMP and other by the Consultancy Organisation. The arbitration proceeding shall take place in Mumbai only and the same shall be under jurisdiction of High Court of Bombay.

14. 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 tender document, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations. A Letter of Acceptance as specified in **Annex-3** should be furnished in this regard.

15. CRITERIA FOR EVALUATION OF PROPOSALS

The evaluation of the tenders will be made first on the basis of Technical proposal furnished and then on the basis of Financial proposal furnished. The Financial proposal of such Consultancy Organisation found valid based on technical parameters will be opened on the date, time and venue to be announced after evaluation of the Technical proposal. It must be kept in view that no decision will be given by the Tender Evaluation Committee or any inference drawn during the meeting of this Committee by the tenderers or their representatives. Any views formed will be their own view and the Tariff Authority for Major Ports will not be responsible and abide by the same. The reasons for selection or rejection of a particular tender will not be disclosed.

16. LANGUAGE OF PROPOSALS

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

17. ELIGIBILITY CRITERIA

The consultant who will be engaged should have extensive and proven mix of skill and expertise in the field of ISO 9001:2008 and ISO 27001 certification. Previous experience of similar work is essential. The consultant must meet the following minimum criteria:

- (a). It is desirable that Consultant should have executed minimum five (5) ISO 9000/ 9001 and minimum three (3) ISO 27000/ 27001 projects in the government/ PSU sector/ large public limited organisations.
- (b). The team leader of Consultant should have a minimum of 10 years of professional experience in ISO 9000/ 9001 and 5 years of professional experience in ISO 27000/ 27001 consulting.
- (c). The team members of the Consultant will be qualified lead assessors.

The consulting organisations can also be allowed to bid as a consortium for this project. However in such a situation consultants in individual partner organisations need to have an active role. In such case evidence towards existence and rationale for consortium needs to be furnished.

18. DOCUMENTARY EVIDENCE TO BE SUBMITTED TO SUPPORT ELIGIBILITY

- 18.1. Contract/work orders indicating the details of assignment, client, value of assignment, date and year of award.
- 18.2. Detailed resume of the team leader and team members indicating the details of qualifications and professional experience.
- 18.3. Certificate of lead assessor course undergone by the team leader and team member(s).
- 18.4. Completion certificates of previous projects undertaken (Desirable). In case the organisation is not able to submit completion certificates, submission of complete contact details (Telephone No., address, organisation name) of the contact person where the work has been done is mandatory.
- 18.5. All the documents submitted along with the Tender shall be treated by TAMP as private and confidential.

19. PROPOSAL SUBMISSION

- 19.1. Interested consulting organisation should submit both technical and financial proposals in two parts namely.
 - (a). Technical
 - (b). Financial

The technical and financial proposal must be submitted in two separate sealed envelopes indicating clearly on envelopes as “**TECHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**”. Financial proposal to indicate a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the title of the assignment “*Engagement of Consultant for providing consultancy services for obtaining ISO 9001:2008 and ISO 27001 certification of Tariff Authority for Major Ports*”.

19.2. TECHNICAL PROPOSAL CONTENT

Technical Proposal should be prepared considering the Scope of Work, Detailed Approach & Methodology, Activity Schedule & Deliverables, Time period and any other information to highlight the capability of the consulting organisation.

Technical Proposal must include:

- (i). Brief description about the consulting organisation.
- (ii). **Consultancy experience:** In addition to overall experience of the consultant, details of specific consultancy projects/studies undertaken may be provided including Assignment / project name, description of services provided, approximate value of assignment, country & location, duration of assignment, name of client, starting & completion dates. Consultancy experience in obtaining ISO 9001:2008 and ISO 27001 at government departments / PSUs / large public limited organizations to be furnished in **Annex-4** of the Tender document.
- (iii). Approach
- (iv). Methodology
- (v). Work Plan and Schedule
- (vi). Team size
- (vii). Detailed Resume of the Team leader and team members of the consulting organisation to be deployed for TAMP (with copies of certificates to support qualifications). Furnish a summary of their profile as per **Annex-5**.

19.3. FINANCIAL PROPOSAL CONTENT

In the Financial proposal the bidder should quote a lump sum amount inclusive of all expenses and taxes other than service tax (In Indian Rupees) for the entire *Scope of Work* in the format prescribed at **Annex-6**.

20. TERMS OF PAYMENT

20.1. The terms of payment shall be as per the schedule given below:

- 10% After the first workshop and briefing to the top management of the Tariff Authority for Major Ports.
- 25% After completion of documentation related to ISO 9001 and ISO 27001 as mentioned in the scope of work.
- 15% After completion of total implementation of procedures/processes related to ISO 9001:2008 and ISO 27001 at TAMP.
- 30% After completion of Internal Audit training programme to Project Team of TAMP and after first internal audit for ISO 9001:2008 and ISO 27001.
- 20% After certification of ISO 9001:2008 and ISO 27001 of the TAMP.

20.2. Terms of payment shall be final.

21. THE EVALUATION OF PROPOSAL

The technical proposal will be evaluated as per the following criteria:

Sl. No	Description	Break up of marks
1.	Past Experience in work of similar nature (Govt./PSU)	
1.1.	Past experience of similar nature in terms of no. of assignments (facilitation in ISO Implementation projects) – ISO 9000/ 9001:2008 <ul style="list-style-type: none"> • Number of assignments: Less than 5 (15 Marks) • Number of assignments: 5 (20 Marks) • Number of assignments: between 6 to 10 (30 Marks) • Number of assignments: between 11 and 20 (40 Marks) • Number of assignments: above 20 (50 Marks) <i>Marks will be awarded based on work order of assignments of similar nature, enclosed along with the Technical proposal</i>	50 Marks
1.2.	Past experience of similar nature in terms of no. of assignments (facilitation in ISO Implementation projects) – ISO 27000/ 27001 <ul style="list-style-type: none"> • Number of assignments: Less than 3 (15 Marks) • Number of assignments: 3 (20 Marks) • Number of assignments: between 4 to 6 (30 Marks) • Number of assignments: between 7 and 10 (40 Marks) • Number of assignments: above 10 (50 Marks) <i>Marks will be awarded based on work order of assignments of similar nature, enclosed along with the Technical proposal</i>	50 Marks
2.	Skills & competencies	40 Marks
2.1.	Professional Experience (team leader) <ul style="list-style-type: none"> • Between 10 and 15 yrs (10 Marks) • Above 15 years (20 Marks) 	
2.2.	Team leader qualification <ul style="list-style-type: none"> • Graduation and qualified lead assessor (10 Marks) • Post-graduation/ Engineering qualification and qualified lead assessor (20 Marks) 	
3.	Team Size	10 Marks
3.1.	Team size including team leader Up to 4 (5 Marks) More than 4 (10 Marks)	
	Total	150 Marks

- Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation / selection criteria.
- The technically qualified consultants will be ranked based upon their marks.
- The financial proposals of consultants getting above 70% marks ONLY will be opened and the final selection will be made based upon the lowest cost quoted.

22. LAST DATE FOR SUBMISSION OF PROPOSAL

The last date for submission of proposal is **26 September 2013 at 1300 Hrs.**
Submission of proposals should be addressed to:

**The Administrative Officer,
Tariff Authority for Major Ports,
4th Floor, Bhandar Bhavan,
Muzawar Pakhadi Road,
Mazgaon,
MUMBAI - 400 010.**

(N.K. Parameswaran)
Administrative Officer
Tel.: 022-2379 2013

To

All the Consultant Organisations (through E-mail) as per list attached.

List of Consulting Organisations:

Sr. No.	Name of Consulting Organisations	Place
1.	Confederation of Indian Industry (Institute of Quality)	Bangalore
2.	TQA International	Gurgaon
3.	Achievement Labs Management System Institute	Noida
4.	QGS Training Institute Private Ltd	New Delhi
5.	Zandig Knowledge Management Pvt. Ltd.	Bangalore
6.	Trans Training Limited	New Delhi
7.	Boon Management Consultants Pvt. Ltd.	Mumbai
8.	TQM International Pvt. Ltd.	New Delhi
9.	Qsys eSolutions Pvt. Ltd.	New Delhi
10.	Foster Management Systems	Pune
11.	Rites Ltd.	Gurgaon
12.	National Productivity Council	New Delhi
13.	Allied Boston Consultants India Pvt. Ltd.	Delhi
14.	Advance Innovation Group	Noida
15.	Lakshy Management Consultants Pvt. Ltd.	Navi Mumbai
16.	Fair Quality Services	Delhi
17.	PMG Consultants	Gurgaon (Haryana)
18.	IQA Advisors Pvt. Ltd.	Navi Mumbai
19.	IQMS Consultancy Services Pvt. Ltd.	New Delhi
20.	TQ Vision	New Delhi
21.	East West Infosolutions	New Delhi
22.	Neo Consultants	Faridabad
23.	Integrated Management Services	Faridabad
24.	Quality Professionals	Delhi

Agreement

This Agreement is made on the ___ (day) ___ of ___ (month) ___ 2013, between the Tariff Authority for Major Ports and _____ (Consultant name with full address) _____.

Whereas the _____ (Name of the Consultant) _____ having its office at _____ (Give Address) _____ has been assigned by Tariff Authority for Major Ports the task of providing consultancy services for implementing ISO 9001:2008 and ISO 27001 requirements within the Tariff Authority for Major Ports, whereas _____ (Name of the Consultant) _____ has agreed to undertake the assignment on the following terms and conditions:

1. SCOPE OF WORK:

1.1. The Scope of Work for providing consultancy services for obtaining ISO 9001:2008 Certification includes the following:

- (a). To assist the TAMP to constitute the Steering Committee and ISO Project team who will be responsible for implementing ISO 9001:2008 requirements.
- (b). To determine the scope of ISO 9001:2008 implementation and finalize the same through discussion with the Steering Committee. The consultant should define scope for which ISO 9001:2008 requirements may be implemented.
- (c). To perform gap analysis of the existing documentation of the Tariff Authority for Major Ports against the requirements of ISO 9001:2008 and produce a gap analysis report.
- (d). To plan together with the ISO project team of the Tariff Authority for Major Ports on the ways to address the gaps in order to develop the necessary documentation for ISO 9001:2008.
- (e). To develop all mandatory procedures as required in ISO 9001:2008 and guide the ISO project team on implementing the same.
- (f). To develop customised training course material in soft copy (as well as hard copy) for conduct of all necessary trainings.
- (g). To conduct required trainings that will include (i) top/senior management briefing; (ii) planning, documentation and implementation workshop for ISO project team and, (iii) awareness programme for all employees.
- (h). To advise the ISO steering committee on change management and the success factors to support effective implementation of ISO 9001:2008.
- (i). To conduct Internal Auditors training and guide the Internal Auditor team in conducting required numbers of internal audits.
- (j). To assist in evaluation of implemented ISO 9001:2008 quality management system through internal audits including closure actions.

- (k). To offer close guidance in the preparation and review of final documents prior to certification.
- (l). To assist in coordination of required management reviews prior to certification.
- (m). To guide the ISO project team to take the necessary corrective actions on identified non-conformities and final review of documents.
- (n). To guide the ISO Project team in making an application for certification.
- (o). Submit weekly MIS report to Top Management of the TAMP.
- (p). Engage External certification Audit: The Consultancy Organisation would have to provide assistance for engaging external certification agency for certification audit and extend support during Certification audit.
- (q). To co-ordinate during final certification of the Tariff Authority for Major Ports. Ensure to obtain ISO 9001:2008 Certification for the Tariff Authority for Major Ports by a selected certification body in the initial year as well as assist during the subsequent surveillance audit period for both the certification.
- (r). Any other task to ensure the certification of the Tariff Authority for Major Ports.

1.2. The Scope of Work is for providing consultancy services for obtaining ISO 27001 Certification includes the following:

- (a). Identify and document the scope of ISO 27001 certification: Consultancy Organisation needs to identify functional areas and processes to be covered in the scope and document the scope as per ISO 27001 certification requirement.
- (b). Review ISMS policy, processes and systems and procedures relevant to managing risk and improving information security to deliver results in accordance with the organization's overall policies and objectives.
- (c). Conduct ISO 27001 Gap assessment: Consultancy Organisation shall conduct gap assessment against the ISO 27001 standard and provide the current status of ISMS to TAMP management. The identified Consultancy Organisation is required to provide assistance to TAMP internal team for closure of audit findings.
- (d). Prepare guidelines, procedures and other subordinate documents: The Selected Bidder would have to revise or formulate new required documentation such as IT Security policy, Standard & guidelines, Procedures, subordinate documents, Baseline security etc. The required documentation should also include the steps to be performed for ongoing ISO27001 compliance.
- (e). Engage External certification Audit: The Consultancy Organisation would have to provide assistance for engaging external certification agency for certification audit and extend support during Certification audit.

- (f). To co-ordinate during final certification of the Tariff Authority for Major Ports. Ensure to obtain ISO 27001 Certification for the Tariff Authority for Major Ports by a selected certification body in the initial year and the subsequent surveillance audit period.
- (g). Any other task to ensure the certification of the Tariff Authority for Major Ports.

2. Time Frame:

The time frame for implementation of ISO 9001:2008 and ISO 27001 including obtaining both Certification will be 4 months from the date of award of the contract.

3. The responsibilities of the Consultant shall include (but not limited to):

- Carry out all the activities as specified in the scope of work so as to help the TAMP, in obtaining ISO 9001:2008 and ISO 27001 certification.
- Depute trainer(s)/expert(s) to assist and guide the TAMP in all the activities and facilitate submission of application to Certification Body for ISO 9001:2008 and ISO 27001 certification.
- To submit the progress report to the top management of the Tariff Authority for Major Ports on weekly basis or as and when required.

4. The responsibility of the Tariff Authority for Major Ports shall include (but not limited to):

- Provide all the support to Consultant like facilitation in holding meetings, organizing and conduct of training programs, the provision of office facilities, document/record availability and any other requirements for timely completion of the ISO 9001:2008 and ISO 27001 implementation.
- To ensure that there is compliance to the requirements as suggested by Consultant of ISO 9001:2008 and ISO 27001.

5. Deliverables:

The deliverables will include the followings (but not limited to)

- Project schedule with defined milestones
- Gap analysis report as mentioned in Scope of Work
- Necessary documentation like quality manual, procedures, instructions, records, as required in ISO 9001:2008 standard and ISO 27001 standard
- Customized training modules for all necessary trainings
- Internal audits reports
- Progress reports of activities covered under terms of reference

6. Fee

The lump-sum fees will be ₹_____ plus Service tax as applicable.

7. Payment schedule & conditions.

Payments shall be made according to the following schedule:

- 10% After the first workshop and briefing to the top management of the Tariff Authority for Major Ports.
- 25% After completion of documentation related to ISO 9001 and ISO 27001 as mentioned in the scope of work.
- 15% After completion of total implementation of procedures/processes related to ISO 9001:2008 and ISO 27001 at TAMP.
- 30% After completion of Internal Audit training programme to Project Team of TAMP and after first internal audit for ISO 9001:2008 and ISO 27001.
- 20% After certification of ISO 9001:2008 and ISO 27001 of the TAMP.

8. Others

- The TAMP shall depute a senior officer for coordination with the consultant in matters related with the project.
- If for any reason the work is delayed, the project shall be rescheduled to mutual agreement between the TAMP and the consultant.
- All disputes shall be referred to the Secretary of the TAMP.

Signed on behalf of ,
Tariff Authority for Major Ports:

Signed on behalf of
Consultant (with seal of the organisation)

Date:
Name :
Designation:

Date:
Name :
Designation

Witness:
1.-----
2.-----

Witness:
1.-----
2.-----

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

KNOW ALL BY THESE PRESENT that -----

(The name of Bank)

a banking corporation carrying on banking business including Guarantee at Mumbai and other places and having its office at ----- (herein called "The Bank" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns):

WHEREAS Tariff Authority for Major Ports constituted under the Major Port Trusts Act, 1963 having its office at 4th Floor, Bhandar Bhavan, Muzawar Pakhadi Road, Mazgaon, Mumbai - 400 010 (here-in-after called "The Authority" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) had invited tenders for (Name of Consultancy Organisation) ----- (here-in-after called "Tender") as per conditions of the contract, scope of work and specifications covered under the "Tender".

AND WHEREAS (Name of Consultancy Organisation) ----- (here-in-after called "Tenderer") has offered to carry out the work, as specified in scope of work, specifications, and conditions of Tender.

AND WHEREAS the Authority has accepted the offer of (Name of Consultancy Organisation) M/s.----- vide its letter No.----- dated.----- day of AND WHEREAS it is one of the conditions of the said tender that the ----- should *inter alia* furnish a guarantee of a Nationalised Bank having its branch in Mumbai for a sum of ₹ ----- (Rupees-----) being 10% of the Contract Price as security for the due performance of terms and conditions of the said Tender.

AND WHEREAS, the ----- has requested the Bank to give the said guarantee and the Bank has agreed to do so on the manner here-in-after appearing. NOW THIS INDENTURE WITNESSETH that the Bank doth hereby stand surety for the said sum of ₹ ----- (Rupees-----).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Authority upon demand in writing whenever required by it from time to time so to do without referring to the ----- and without questioning the right of the Authority to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of ₹ ----- (Rupees-----) as may become payable to the Authority by the Tenderer by virtue or arising out of the above mentioned Tender or by reason of any breach of non-performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the tender by ----- in respect of which the decision of the Authority shall be final and legally binding and this indenture further **Witnesseth** that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Authority to ----- with regard to the performance of the tender but this indenture shall remain in full force and effect until all the due of the Authority under or by virtue of the said tender have been fully paid and the ----- has duly fulfilled all his/their obligations under the tender and the terms and conditions of the tender has been fully complied with and that ----- has executed the work to the satisfaction of the Authority. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Authority that the Authority shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said tender or to extend the time of performance by Authority or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against ----- and to bear or enforce any of the terms and conditions relating to the said agreement and the bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the (Consultant Name) ----- or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force up to and inclusive of the ----- day of ----- and if the Contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Authority and the said Bank doth hereby further covenant and declare that if the said ----- do not obtain and furnish renewals of ----- this guarantee for a further period of one year to the Authority not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals there of as to keep the same valid and subsisting till day of completion certificate to be issued by the Authority and for 6 months thereafter the entire amount of this Bank Guarantee in default of obtaining and

furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Authority not-with-standing:-

1. that the period of the Guarantee or the renewal or renewals thereof has not expired or:
2. that the period of guarantee or the renewal or renewals thereof has already expired.

AND the Bank further declares that not-with-standing anything to the contrary contained here-in-above the Bank's Liability under this Guarantee is restricted to ₹ ----- (Rupees-----) and unless a demand in writing under this Guarantee is made with the Bank within six months from the date of completion certificate to be issued by the Authority all the rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

(Signature of Authorised representatives of the Bank with Seal)

LETTER OF ACCEPTANCE

To

The Administrative Officer,
Tariff Authority for Major Ports,
4th Floor, Bhandar Bhavan,
Muzawar Pakhadi Road, Mazgaon,
Mumbai - 400 010.

Subject: Tender No.I-17017/1/2013-TAMP dated 6 September 2013 for inviting Tender for Engaging Consultancy Organisation for ISO 9001:2008 and ISO 27001 Certification.

Sir,

I have carefully gone through the Tender Document including Scope of Work, Terms and Conditions, Forms, Schedules and Annexures contained in the above referred Tender document. I declare that all the provisions of this Tender document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

ISO CONSULTANCY EXPERIENCE

I. Client List: For providing consultancy services for obtaining ISO 9000 / ISO 9001
(Minimum 5 clients)

Sr. No.	Assignment/ Project Name	Name of the Clients And Address	Details of Consultancy Services provided*	Contract value	Duration of assignment	Contract Start date	Contract Completion Date

II. Client List: For providing consultancy services for obtaining ISO 27000 / ISO 27001
(Minimum 3 clients)

Sr. No.	Assignment/ Project Name	Name of the Clients And Address	Details of Consultancy Services provided*	Contract value	Duration of assignment	Contract Start date	Contract Completion Date

Annex-5

**SUMMARY OF PROFILE OF TEAM LEADER AND TEAM MEMBERS TO BE
DEPLOYED FOR TAMP**

Sr. No.	Name	Technical Qualification/ Professional Qualification	Trainings	Brief experience of their previous assignments w.r.t. ISO 9000 / 9001 and ISO 27000 / 27001 along with their client names

Note: Detailed Resume of Team Leader and Team Member of the Consulting Organisation with copies of certificates to support qualifications to be submitted.

Tariff Authority for Major Ports, Mumbai

FINANCIAL BID

Sub.: Notice Inviting Tender for providing Consultancy service for obtaining ISO 9001:2008 and ISO 27001

1. Name of the tenderer :
2. Contact details :
3. Permanent Account No. :
4. Service Tax Registration Nos. :
5. Sales Tax Registration Nos. :
6. Price Schedule for ISO 9001:2008 and ISO 27001 :

Description	Amount in ₹
Consultancy Services for ISO 9001:2008 Certification and ISO 27001 Certification for TAMP	
TOTAL *	

*** Plus Service Tax as applicable**

(In words Rupees _____)

Signature of the Tenderer

(Name of the Tenderer with seal of the organisation)