

PROCUREMENT DOCUMENT

Procurement of Consulting Services of a Logistics and Supply Chain Expert for
Feasibility Study of Commercial Use of NTWCL Lease Plot at Haldia Dock.

COPY

Issued by:
Nepal Transit and Warehousing Co. Ltd.
(An Undertaking of Govt. of Nepal)
Branch office,41C, Ekbalpore Road,700023-Kolkata West Bengal, India

February 2024

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Section 1. Letter of Invitation

Nepal Transit and Warehousing Company Limited
(An Undertaking of Govt. of Nepal)
Branch Office, 41C, Ekbalpore Road, 700023, Kolkata
West Bengal, India

Date:

Name of Project: *Procurement of Consulting Services of a Logistics and Supply Chain Expert for Feasibility Study of Commercial Use of NTWCL Lease Plot at Haldia Dock.*

1. The **Nepal Transit and Warehousing Company Limited, Branch Office, Kolkata** invites proposals to provide the following consulting services: *Consulting Services of a Logistics and Supply Chain Expert for Feasibility Study of Commercial Use of NTWCL Lease Plot at Haldia Dock.* More details on the services are provided in the attached Terms of Reference (TOR).
2. This is a fix cost assignment of INR 3,57,476.00 The consultant shall be selected and engaged based on required experience and qualifications specified in the TOR.
3. You are invited to submit a Proposal for the services under the TOR to: **Nepal Transit and Warehousing Company Limited (An Undertaking of Govt. of Nepal), Branch Office, 41C, Ekbalpore Road-700023 Kolkata**
4. Your Proposal should be submitted in one copy and the deadline for submission is: 25th Feb 2024, 17:00 hrs IND Times
5. Clarification on the RFP may be obtained from: **Himnath Paudel (Branch Manager)**
Address: 41C, Ekbalpore Road, 700023-Kolkata
Telephone: +33-2449-6670/2449-6688
Fax :+33-2449-6670
Email: ntwccu@gmail.com
6. The assignment is expected to commence on **1st March 2024** at **Haldia Dock.**
7. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Format of Curriculum Vitae (CV) for Proposed Professional Staff
 - Section 3 - Financial Proposal - Standard Forms
 - Section 4 - Terms of Reference
 - Section 5 - Standard Form of Contract.
8. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal

Yours sincerely,

.....
Himnath Paudel
Branch Manager

Section 2. Format of Curriculum Vitae

Key Qualifications:

[Give an outline of your experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by you / staff member on relevant previous assignments and give dates and locations. Use about half a printed page.]

Education:

[Summarize college/university and other specialized education of your, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a printed page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names and address of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

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

Full name: _____

Section 3. Financial Proposal Submission Form

To:

Nepal Transit and Warehousing Company Limited
Branch Office, 41C, Ekbalpore Road 700023, Kolkata

I the undersigned, offer to provide the **Consulting Services of a Logistics and Supply Chain Expert for Feasibility Study of Commercial Use of NTWCL Lease Plot at Haldia Dock** in accordance with your Request for Proposal dated [Date] and our Proposal. Our attached Financial Proposal is for the sum of INR. 3,57,476.00 (Three Lakh Fifty-Seven Thousand Four Hundred and Seventy-six only) This amount is inclusive of all the applicable local taxes (excluding GST).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

Section 4. Terms of Reference

Term of Reference (TOR)

For

Consulting Services of a Logistics and Supply Chain Expert for Feasibility Study of Commercial Use of NTWCL Lease Plot at Haldia Dock.

a. Background,

Nepal Transit & Warehousing Company Is fully government owned Public enterprise established Under Company Act,2021 B.S. (1964 A.D) of Nepal. Nepal Transit and Warehousing Company has head office in Kathmandu, Nepal. There are 5 Branch Office in Boarder Customs area and Airport Points. The aim of this Company is to facilitate transit trade and warehousing facilities in boarder and Airports in Nepal.

NTWCL has a branch office in Kolkata and two Sub Branch Offices in Haldia and Radhikapur respectively. NTWCL is a registered as a foreign company in India under Foreign Company Act,1956 of India and registered in Register of Company New Delhi.

The service is provided as under the provisions of Indo-Nepal Treaty of Trade and Transit. Basic function of company in India is to provide storage facilities Warehousing facilities, clearing and forwarding services. Company has trade licence, Port Licence and Customs House Agent Licence in India. NTWCL has 4885 Sq.m Leased land inside Kolkata Port Dock interior zone with customs notified area where container can be stuffed and de-stuffed according to the needs of exporters and importer. Beside the facilities company has a good will with other Indian government authorities Kolkata Port Trust and Kolkata Customs. NTWCL also has 8885 Sq. meter lease land in Haldia Dock Complex for a long lease up to 30 years to store Nepal bound dirty cargoes Coal/Gypsum and Iron dust etc. It also has Clearing and Undertaking services there too.

b. Objectives,

The main objective of the consulting service is to identify the most feasible business operation in NTWCL lease plot at Holdia Dock.

c. Scope of the Services,

The scope of services shall be, but not limited to, the following:

- A. Carry out a detailed background study for choosing the most feasible business option at the lease plot.**

- Study the provision of the leased land in the Indo-Nepal Transit Treaty.
- Observation the NTWCL leased plot of Haldia Dock.
- Study of existing lease rent.
- Study of all applicable customs and port notifications in regard to this land plot
- Study the trend of nature and volume of transit cargo to Nepal via Haldia Dock.
- Study of existing transshipment modality of Nepal transit cargo and analysis of probable occupancy of this lease land.
- Probability analysis of operating different business options in the leased land and recommending the most feasible business option.

B. Recommendation of proposed physical infrastructures, equipments and organizational set up for the most feasible business option.

- Study of existing port construction code.
- Recommendation of required physical infrastructure.
- Approximate rough cost estimation of required infrastructure development.
- Recommendation of required operation equipments and suggesting its approximate cost.
- Recommendation of service charges for proposed commercial services.
- Projection of expected income based on proposed service charges.
- Recommendation of proposed staff requirement and operation modality.
- Projection of expected operation expenditure.
- Overall Cost-Benefit analysis of proposed investment.

C. Recommendation of legal compliance and procedure of construction execution.

- Enlisting the regulatory requirements to be fulfilled while executing the construction of the proposed infrastructure.
- Preparing a table including document requirements and process of obtaining such approval.

D. Recommendation of business promotion activities.

- Suggesting different business promotion initiatives to be carried out for during and after construction of proposed infrastructures.
- Suggesting future pipeline business projects that can be complementary for utilizing constructed infrastructure.

E. Risk Assessment

- Assessing the probable risks arise during and after project development.
- Suggesting mitigation measures to cope probable risks appeared.

d. Staff inputs

This consulting service requires the service of a **Logistics and Supply Chain Expert** having the following qualifications and experiences:

Logistics and Supply Chain Expert-One		
	Education	Experience
Minimum	Minimum Bachelor's degree in Business Administration/Commerce/Engineering or equivalent.	Minimum 5 years of professional experience in port management/freight forwarding, /custom clearing/custom administration/shipping/warehousing/transportation.
Preferable	Master's degree in Business Administration/Commerce/Engineering or equivalent.	-Minimum 3 years of professional experience in port management/freight forwarding, /custom clearing/custom administration/shipping/warehousing/transportation.
Preferable Specialization	- At least one elective paper of Logistics/Supply Chain/railway/transportation or relevant in Bachelor's degree. - Master's degree with specialization in Transportation/Logistics/railway/Supply	- Professional work experience in logistics related government enterprises of GoI. - Professional experience of working with KPT. -Professional logistics experience with Haldia Dock as work station. -Professional experience of coal related clearing/forwarding/storage. - Professional work experience of dealing with transit cargo to Nepal via Kolkata/Haldia. - Consulting experience in the area of port

	Chain/Operation management or equivalent.	management/freight forwarding, /custom clearing/custom administration/shipping/warehousing/transportation. - Consulting experience in logistics related government enterprises of GoI. - Consulting experience of working with KPT. - Consulting logistics experience with Haldia Dock. - Consulting experience of dealing with transit cargo to Nepal via Kolkata/Haldia.
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(The applicants need to submit all justifying self attested document for above mentioned qualifications and experiences)

e. Presentation

The consultant should give following presentation based on draft report:

- One Presentation to NTWCL Kolkata Staff
- One presentation to NTWCL Head office
- One presentation to NTWCL BoD

f. Evaluation

This a Quality Based (QB) consulting with a fix remuneration of INR3,57,476.00(Three lakhs fifty-seven thousands four hundred and seventy-six). The evaluation of eligible consultant will be entirely based on qualification and experience. The evaluation criteria are shown in following table:

EVALUATION CRITERIA

Criteria	Variables	Points
Academic Qualification		20
Bachelor's degree in Business Administration/Commerce/Engineering or equivalent.		5
Master's degree in Business Administration/Commerce/Engineering or equivalent.		5
At least one elective paper of Logistics/Supply Chain/railway/transportation or relevant in Bachelor's degree.		5
Master's degree with specialization in Transportation/Logistics/railway/Supply Chain/Operation management or equivalent.		5

Experience	80
Professional experience in port management/freight forwarding,/custom clearing/custom administration/shipping/warehousing/transportation:	10
3 years	3
4-5 years	5
6-8 years	7
9-10 years	9
11 years and above	10
Professional work experience in logistics related government enterprises of GoI.	5
3 years	1
4-5 years	2
6-8 years	3
9-10 years	4
11 years and above	5
Professional experience of working with KPT.	5
3 years	1
4-5 years	2
6-8 years	3
9-10 years	4
11 years and above	5
Professional logistics experience with Haldia Dock as work station.	10
3 years	3
4-5 years	5
6-8 years	7
9-10 years	9
11 years and above	10
Professional experience of coal related clearing/forwarding/storage.	5
3 years	1
4-5 years	2
6-8 years	3
9-10 years	4

11 years and above	5
Professional work experience of dealing with transit cargo to Nepal via Kolkata/Haldia.	10
3 years	3
4-5 years	5
6-8 years	7
9-10 years	9
11 years and above	10
Consulting experience in the area of port management/freight forwarding,/custom clearing/custom administration/shipping/warehousing/transportation.	10
One assignment	3
Two Assignment	5
Three Assignment	7
Four Assignment	9
Five and more Assignment	10
Consulting experience in logistics related government enterprises of GoI.	5
One assignment	1
Two Assignment	2
Three Assignment	3
Four Assignment	4
Five and more Assignment	5
Consulting experience of working with KPT	5
One assignment	1
Two Assignment	2
Three Assignment	3
Four Assignment	4
Five and more Assignment	5
Consulting logistics experience with Haldia Dock.	10
One assignment	3
Two Assignment	5
Three Assignment	7

Four Assignment	9
Five and more Assignment	10
Consulting experience of dealing with transit cargo to Nepal via Kolkata/Haldia.	5
One assignment	1
Two Assignment	2
Three Assignment	3
Four Assignment	4
Five and more Assignment	5
Total	100

g. Reports and Time Schedule

The consultant should provide a time schedule of work execution as per activities of TOR. The draft report needs to submit on 30th day from commencement. The report should consist all the scopes of TOR.

h.) Data, Local Services, and Facilities to be provided by the Client

The company will provide a copy transit treaty and related correspondence with port trust. The required information collection is entirely the task of consultant.

i). Payment:

This is a fix cost assignment of INR. 3,57,476.00(Three lakhs fifty-seven thousands four hundred and seventy-six) The payment with applicable tax deduction is made after satisfactory submission of the final report.

Section 5:
STANDARD FORM OF CONTRACT

Consultants' Services
(Direct Purchase)

Title of Consulting Services: **Consulting Services of a Logistics and Supply Chain Expert for Feasibility Study of Commercial Use of NTWCL Lease Plot at Haldia Dock.**

Nepal Transit and Warehousing Company Limited
(An Undertaking of Govt. of Nepal)
Branch Office, 41C, Ekbalpore Road, 700023, Kolkata
West Bengal, India

Sample Contract for Consulting Services
Direct Purchase Assignments
Lump-Sum Payments

CONTRACT

THIS CONTRACT ("**Contract**") is entered into this **[insert starting date of assignment]**, by and between **[insert Client's name]** ("**the Client**") having its principal place of business at **[insert Client's address]**, and **[insert Consultant's name]** ("**the Consultant**") having its principal office located at **[insert Consultant's address]**.

WHEREAS, the Client wishes to have the Consultant to perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- a. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - b. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - c. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing **[insert starting date]** and continuing through **[insert completion date]**, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed **[insert amount]**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

1 Modify, in order to reflect the output required, as described in Annex C.

The schedule of payments is specified below: 1

[insert amount Nepali Currency] upon the Client's receipt of a copy of this Contract signed by the Consultant;

[insert amount in Nepali currency] upon the Client's receipt of the draft report, acceptable to the Client; and

[insert amount in Nepali currency] upon the Client's receipt of the final report, acceptable to the Client.

[insert amount and currency] Total:

C. Payment Conditions

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Client designates Mr. /Ms. **[insert name]** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or

operations without the prior written consent of the Client.

- 7. Ownership of Material** Any studies report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.²
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Responsibility** The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

² Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

**12. Law
Governing
Contract and
Language**

The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English.

**13. Dispute
Resolution**

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by-----

Title: _____

Title:

COPY

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