



Indian Ports Association

Request for Proposal (RFP)

Selection of “Subject Matter Expert Agency for Cruise Bharat Mission”

1st Floor, South Tower, NBCC Place
B.P Marg, Lodhi Road
New Delhi – 110003
Phone: 011-24369061

January 2025

Disclaimer

This RFP is being issued by the Indian Ports Association (IPA) to the interested and eligible agencies for the Selection of **Subject Matter Expert Agency for Cruise Bharat Mission**, on such terms and conditions and for the achievement of Objectives of the Project set forth in this RFP or that may subsequently be provided to Bidder(s) whether verbally or in documentary form by or on behalf of IPA or any of its authorized employees or advisors.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by IPA to any parties hereunder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. While, the IPA has taken due care in the preparation of information contained herein and believes it to be accurate, neither the IPA or any of its representatives, officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive and interested parties are required to make their own inquiries that it may require in order to submit the bid. The information is provided on the basis that it is non-binding on the IPA, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

IPA reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

**Notice Inviting RFP for Appointment of Subject Matter Expert Agency for
Cruise Bharat Mission**

Indian Ports Association (IPA) invites Requests for Proposal (RFP) from agencies for selection as “**Subject Matter Expert Agency for Cruise Bharat Mission**”

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are provided in this RFP document.

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

1. Receipt of offers on or before 15.00 hrs on 14/01/2025
2. Opening of Technical bids at 15.30 hrs on 14/01/2025

Reputed and interested agencies may submit their offer. Any queries can be addressed to the Managing Director, Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003.

**Managing Director
Indian Ports Association**

1. Introduction

1.1. Background

Indian Ports Association (IPA) invites Bids from agencies for selection as **‘Subject Matter Expert Agency for Cruise Bharat Mission**. Details of the proposal can be seen in the scope of work provided in this RFP.

1.2 Due diligence by Applicants

Applicants are encouraged to acquaint themselves fully about the assignment before submitting the Proposal

1.3 Bid processing fee

Bid document will be issued by IPA. Applicants shall have to furnish a non-refundable document fee amounting to Rs. 10,000/- (Rupees Ten Thousand only) pledged in favour of Indian Ports Association through NEFT.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.5 Brief description of the Selection Process

IPA has adopted a single-stage two cover process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids. In the first stage, the agencies will be evaluated to ensure that they fulfill the minimum eligibility criteria. The price cover of the bidders who satisfy the minimum eligibility criteria will be opened and the work will be awarded to the bidder who has quoted the lowest bid amount.

1.6 Payment to Agency

All payments to the Agency shall be made in INR in accordance with the provisions of this RFP.

1.7 Schedule of Selection Process

IPA would endeavor to adhere to the following schedule:

	Particulars	Details
1	Issue of RFP	08/01/2025
2	Proposal Due Date	14/01/2025 before 15.00 hrs
3	Opening of Cover No.1	14/01/2025 at 15.30 hrs
4	Financial Bid Opening	To be notified
5	Letter of Award	To be intimated
6	Date of start of work	To be intimated to Selected Bidder
7	Cost of Tender in the form of Demand Draft, NEFT	INR 10000/-
8	Earnest Money Deposit (EMD) in the form of DD/FDR / BG/NEFT	INR 2,00,000/-
9	Performance Bank Guarantee	10 % of the agreement value

10	Contact Details	<p>1. Prema Kumar Pillai prem.mpt@gmail.com Mobile: 9822388841</p> <p>2. Amit Sethi amitsethi.ipa@gmail.com Mobile: 8335056653</p>
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1.8 Communications and Details of Payments

Details for making payment of bid document and EMD through NEFT are as follows

Name of the Organization	INDIAN PORTS ASSOCIATION
Name of the Bank and Branch	Indian Overseas Bank Lok Kala Manch, Lodhi Colony, New Delhi
Account No.	149801000002360
IFSC Code No.	IOBA0001498
Beneficiary E-mail ID	ipa@nic.in

All communications including the submission of bids should be addressed to;

Managing Director
Indian Ports Association
1st Floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road
New Delhi-110003

All communications should contain the following information at the top in bold letters:

**REQUEST FOR PROPOSAL (RFP) for selection of agency for subject Matter Expert
Agency for Cruise Bharat Mission.**

2 Instructions to Applicants

2.1 Scope of Proposal

- i) Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this consultancy services are specified in this RFP. In case an applicant fulfils the minimum eligibility criteria as stipulated in this RFP, they may participate in the Selection. The way the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP.
- ii) The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility provided in this document. Proposals of only those Applicants who satisfy the Conditions of Minimum Eligibility will be considered for Financial evaluation.

2.2.2 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix- I; provided, however, that such Power of Attorney would not be required if the Application is signed by the proprietor of the company.

2.3 Pre-Qualification Criteria (Terms & Conditions)

Table 1

Sr no	Basic Requirements	Description	Documents Required
1	Technical Capability/ Experience	<ul style="list-style-type: none">• The Agency must have executed at least three cruise related works with a single work order value of a minimum INR 15 lakhs in the last three financial years.• The agency must have executed at least one work with an International Government.• Certifications, confirmations, or references validating participation in these, or comparable projects should be submitted to substantiate the firm's technical qualification	Related work orders/completion certificate of execution
2	Statutory Registrations	The bidder must have a valid GST Number and PAN Card in India.	Copy of valid certificates

		Completed balance sheets for the past three years, and any other financial statements that demonstrate its financial stability and compliance	
3	Blacklisting / Terminations	The Applicant shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Central/ State Government Organization and should not have been blacklisted as on the date of submission of bid.	Undertaking to this effect on company's letter head signed by company's authorized signatory Refer Appendix 1, Form 1
4	Past performance of the Applicant	An applicant or its Associate should have, during the last 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.	Undertaking to this effect on company's letter head signed by company's authorized signatory Refer Appendix 1, Form 1
5	Financial Capacity	The Applicant shall have minimum average annual turnover of Rs. 100 Lakhs only during last 3 (three) financial years (i.e. 2021-22, 2022-23 & 2023-24).	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors / Chartered Accountants stating its total revenues during each of the past three financial years.

2.3.1 The Applicants may format the specified forms making due provision for incorporation of the requested information.

2.4 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to IPA. IPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Acknowledgement by Applicant

2.5.1 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 IPA;
- c) satisfied itself about all matters, things and information necessary and required for submitting an informed Application and performance of all of its obligations there under;
- d) acknowledged that it does not have a Conflict of Interest; and
- e) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.5.2 IPA shall not be liable for any omission, mistake or error 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 IPA.

2.6 Right to reject any or all Proposals

2.6.1 Notwithstanding anything contained in this RFP, IPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 IPA reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or
- b. the Applicant does not provide, within the time specified by IPA, the supplemental information sought by IPA for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant

PREPARATION AND SUBMISSION OF PROPOSAL

2.7 Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language

2.8 Format and signing of Proposal

2.8.1 The Applicant shall provide all the information sought under this RFP. IPA would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.8.2 The Proposal shall be typed or written in indelible ink and signed by the

authorised signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative(the “Authorised Representative”) as detailed below:

a) by a partner, in case of a partnership firm and/ or a limited liability partnership;

or

b) by an authorized representative possessing a valid Power of Attorney, in the case of a company or corporation, or by the owner in the case of a proprietorship firm

A copy of the Power of Attorney certified by a notary public shall accompany the Proposal.

2.9 Technical Proposal (Cover I)

2.9.1 Applicants shall submit the technical proposal enclosing all documents necessary to establish that they fulfil the minimum eligibility criteria. The bid document cost and EMD shall also be enclosed in this cover. In case the bid document cost and EMD is paid through NEFT, evidence of making such payments should be enclosed in this cover. This cover should be labelled as Cover I with the name of the work written on the cover.

2.9.2 Other documents to be included in this cover include;

a) power of attorney, if applicable,

b) CVs of all Key Personnel duly signed by the respective key personnel

c) undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

d) The RFP document duly signed on all pages

2.9.3 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.9.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IPA without the IPA being liable in any manner whatsoever to the Selected Applicant.

In such an event, IPA shall forfeit and appropriate the Performance Security, as available, as mutually agreed pre-estimated compensation and damages payable to the IPA for, inter alia, time, cost and effort of IPA, without prejudice to any other right or remedy that may be available to IPA.

2.10 Financial Proposal

2.10.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating its quote for the assignment in Indian Rupees. This should be enclosed in a separate cover and labelled Cover II with the name of the work written in the envelope. Cover I and II should be enclosed in a 3rd envelope with the name of the work written on it.

2.10.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (in the field, office 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.

b) Out of Pocket Expenses. The SME would be eligible for reimbursement of Out of Pocket expenses and/or travel costs for only those engagements for which presence of the SME has been specifically requested by the Indian Ports Association. IPA shall ensure that sufficient notice is provided to the SME for any such request. Reimbursement of admissible OPE/Travel costs for all such cases would be on production of bills/invoices in original. OPE will not be paid for travel to IPA/MoPSW in relation with the work.

c) Performance linked incentives (PLIs). To incentivise delivery of exceptional result-oriented output in alignment with stated KPIs of the Cruise Bharat Mission, the agency would be eligible for specific Performance linked incentives (PLI). Actualisation of deliverables would be eligible for payment of remuneration of performance linked incentives, subject to a capping of 30% of the successful bid amount. Remuneration of performance linked incentives would be based on the performance review of the agency at the sole discretion of IPA.

d) Performance Indicators for PLI:

PLI may be admissible as per the following matrix, subject to a maximum capping of 30% of successful bid amount, if the agency performs exceptionally well with respect to the targets given by IPA on these performance indicators. The performance targets need to be communicated to the agency within 15 days of the issuance of work order and have to be accepted by the agency in writing failing which no claim for any PLI shall be entertained.

	Performance Indicator	Maximum Incentive as % of successful bid amount	Remarks
a	Homeporting	15%	The incentive mentioned in the table indicates the maximum amount to be paid under that indicator. IPA may pay less incentive also based on the performance review of the agency.
b	New Vessel Calls	10%	
c	Increased Ship Calls	10%	

e) The Financial Proposal shall consider all expenses and tax liabilities **excluding GST**. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. GST will be paid only after submission Tax Invoice and proof of filing returns (GSTR-1 & GSTR-3B) and appearing of same in GSTR-2A.

f) Costs shall be expressed in INR.

2.11 Submission of Proposal

2.11.1 The Applicants shall submit the Proposal as hard copies with all pages numbered serially and by giving an index of submissions.

2.11.2 The Technical Proposal shall be signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.11.3 The completed Proposal must be submitted to IPA office before the specified time and date.

2.11.4 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

2.12 Proposal Due Date

2.12.1 Proposal should be submitted by the due date specified at Clause 1.7 at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.

2.13 Late Proposals

Proposals received by IPA after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.14 Bid and Performance Security

The Applicant shall submit **EMD of INR 2,00,000 (Two Lakhs), through NEFT**. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to IPA's any other right or remedy hereunder or in

law or otherwise, the Bid Security, as available, shall be forfeited and appropriated by IPA in lieu of compensation and damage payable to IPA for, inter alia, the time, cost and effort of IPA in regard to the RFP including the consideration and evaluation of the Proposal in case of any default on the part of the bidder.

The Selected bidder shall submit performance security, which shall be 10% of the agreement value and shall be in form of irrevocable and irreversible bank guarantee/Demand Draft/Insurance surety bonds/Fixed Deposit Receipt. The performance security shall be submitted by the selected bidder within 15 working days from receipt of Letter of Award, pursuant to which the Agreement shall be signed within 30 working days from issuance of letter of award. The performance bank guarantee shall be provided for duration equivalent to actual / scheduled completion of the agreement, and shall have a claim period of 3 months after the actual/schedule completion of the assignment whichever is later.

The Bank Guarantee shall be submitted as per format provided in Appendix III-A for performance security.

B. SUBMISSION AND EVALUATION PROCESS

2.15 Submission and Evaluation of Proposals

2.16.1 The proposal shall be submitted in two parts. The Technical proposal shall constitute part 1. Evidence of making payments for EMD and document fee shall be included in this cover. Part 2 shall constitute only the Financial bid. Technical and Financial proposals should be put in separate envelopes clearly labelling them. Both these envelopes should be put in a third envelope with the name of the work super scribed on the envelopes. All the envelopes should be sealed.

2.16.2 Proposals will be opened on the due date and time. The "Technical Proposal" shall be opened first. The "Financial Proposal" shall be opened at a later date which shall be intimated to the shortlisted bidders.

2.16.3 IPA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IPA in respect of such Proposals.

2.16.4 After the technical evaluation, IPA shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals.

2.16.5 Applicants are advised that Selection shall be entirely at the discretion of IPA. Applicants shall be deemed to have understood and agreed that IPA shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.16.6 Any information contained in the Proposal shall not in any way be construed as binding on IPA, its agents, successors or assigns, but shall be binding against the Applicant

if the assignment is subsequently awarded to it.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising IPA in relation to matters arising out of, or concerning the Selection Process. IPA shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. IPA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or IPA or as may be required by law or in connection with any legal process.

2.18 Clarifications

2.18.2 To facilitate evaluation of Proposals, IPA may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by IPA for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.18.3 If an Applicant does not provide clarifications sought under Clause above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, IPA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of IPA.

SELECTION OF AGENCY

2.19 Consultation

2.19.2 IPA will examine the CVs of all the Key Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of IPA. IPA agreeing to the replacement will be subject to interactions with the new key personnel by IPA before agreeing to the replacement.

2.20 Substitution of Key Personnel

2.20.2 If, for any reason beyond the reasonable control of the Agency, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency will fill the vacancy with equally qualified and experienced staff immediately with the approval of IPA. For avoidance of doubt, the Client will not consider any staff turnover as the basis for any project delays – the agency is expected to meet every deliverable due date, and the project completion milestones as approved by the Client.

2.20.3 Applicants are expected to propose only such key team personnel who will be in a position to commit the time required for and be available for delivering the Services in accordance with the Agreement

2.21 Indemnity

The selected Applicant shall, subject to the provisions of the Agreement, indemnify IPA, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services. An indemnity bond has to be signed by the selected Applicant for this purpose.

2.22 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by IPA to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, IPA may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.23 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 30 days from the date of issuance of LoA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.24 Commencement of Assignment

The selected applicant shall commence the Services within seven days of the date of the Agreement, or such other date as may be mutually agreed.

2.25 Proprietary data

All documents and other information provided by IPA or submitted by an Applicant to IPA shall remain or become the property of IPA. Applicants/Agency are to treat all information as strictly confidential. IPA will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to IPA in relation to the Services shall be the property of IPA.

2.26 Terms and Conditions: Applicable Post Award of Contract

2.26.2 Termination for Default

- a. IPA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach):
- b. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by IPA; or
- c. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension thereof; or

- d. If the selected bidder, in the judgment of IPA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- e. If the selected bidder commits breach of any condition of the contract
- f. If IPA terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited.

2.26.3 Termination for Insolvency

IPA may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IPA.

2.26.4 Termination for Convenience

a. IPA, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for IPA 's convenience, the extent to which performance of the selected bidder under the Contract is terminated and the date upon which such termination becomes effective.

b. In such case, IPA will pay for all the pending invoices as well as the work done till that date.

c. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

2.26.5 Termination by IPA

a. IPA may, by not less than 30 day's written notice of termination to the Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as IPA may have subsequently granted in writing;

ii. The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes

into liquidation or receivership whether compulsory or voluntary;

iii. The Agency fails to comply with any final decision reached as a result of arbitration proceedings.

iv. The Agency submits to IPA a statement which has a material effect on the rights, obligations or interests of IPA and which the Agency knows to be false;

b. Any document, information, data or statement submitted by the in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days

c. If IPA would like to terminate the contract for reasons not attributable to the Agency performance, they will need to clear all invoices for the services up to the date of their notice.

d. If IPA would like to terminate the contract for reasons attributable related to the Agency's performance, IPA will give a rectification notice for 3 months to agency in writing with specific observations and instructions.

e. Non-disclosure of Contract documents: Except with the written consent of IPA, the agency shall not disclose the contract, or any provision of the contract or information related to services thereof to any third party.

f. Penalty and Liquidated Damages: In the event the agency fails to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, IPA may, at its discretion, withhold any payment until the completion of the contract. The agency must ensure compliance with the given schedule and sampling framework, failing which payment will be made to the agency after deducting the amount of penalty imposed due to delay. The assessment will be made as per given time schedule in the tender document/work order/Lol. Delay in achieving the milestones within stipulated time period as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the contract value. IPA will impose the penalty as above and will have an option to cancel the order and award the work to any other agency and get the work done from any other source at the risk and cost of such defaulting agency. The EMD/Security Deposit and the Performance bank Guarantee submitted by the agency would be forfeited

2.26.6 Termination by the Agency

The Agency may, by not less than 30 days written notice to IPA, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. IPA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty- five (45) days (or such longer period as the Agency may

have subsequently agreed in writing) following the receipt by IPA of the Agency's notice specifying such breach;

ii. As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

2.26.7 Consequences of Termination

a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], IPA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Agency to take over the obligations of the erstwhile Agency in relation to the execution/continued execution of the scope of the Contract.

b. Nothing herein shall restrict the right of IPA to invoke Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to IPA under law or otherwise.

c. The termination here of shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

2.26.8 Dispute Resolution Mechanism

IPA & the Agency shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

Matter will be referred for negotiation between Officer nominated by IPA and the Authorized Official of the Agency. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

2.26.9 Jurisdiction of Courts

All disputes relating to this contract shall be subject to the jurisdiction of Courts of New Delhi only.

2.26.10 Right of Monitoring and Periodic Review

IPA reserves the right to monitor/ assess the progress/performance at any time during the Contract, after providing due notice to the Selected Bidder. IPA may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. Any deviations or contravention identified as a result of such review assessment would need to be rectified by the Selected Bidder failing which IPA may, without prejudice to any other rights that it may have, issue a notice of default.

2.26.11 Information Security

The Agency shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by IPA, out of premises, without prior written permission from IPA. The Agency shall, upon termination of this agreement for any reason, or upon demand by IPA, whichever is earliest, return any and all information provided to the Agency by IPA, including any copies or reproductions.

2.26.12 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement. IPA however reserves the right to review and negotiate the charges payable. In case the contract is extended beyond one year, the rates quoted will be increased by 5% of the prevailing rate for the successive year.

3. SCOPE OF WORK AND QUALIFICATION & CRITERIA FOR EVALUATION

3.1 Background

India's cruise tourism sector has witnessed significant growth potential, aligning with the broader goals of developing the country as a global cruise destination. Recognizing the need for strategic intervention, the India Port Association (IPA) has launched this Request for Proposal (RFP) to appoint a Subject Matter Expert Agency (SME) for Cruise Bharat Mission.

The appointed SME will play a pivotal role in the implementation of the **Cruise India Strategy**, which seeks to capitalize on the growing global cruise tourism market. By fostering collaboration between public and private stakeholders, identifying key growth opportunities, and enhancing India's cruise infrastructure and marketing efforts, the SME will be instrumental in boosting passenger numbers and economic benefits by 2030.

With a focus on Expert Agency, innovation, and measurable outcomes, this RFP invites proposals from qualified entities to support IPA's mission to establish India as a competitive and attractive cruise destination on the world map. The SME will contribute to this vision by providing strategic insights, coordinating with stakeholders, and delivering actionable recommendations through structured engagement with the cruise tourism ecosystem.

3.2 Scope of Work

The SME will perform a range of tasks across market analysis, stakeholder engagement, marketing, sustainability, and operational excellence. In nutshell, the agency shall provide end to end support as Subject Matter Expert Agency for successful implementation Cruise Bharat Mission of India.

3.2.1 Core Tasks and Responsibilities

- Conduct market analysis and identify growth opportunities.
- Engage with key stakeholders from the public and private sector through Cruise workshops and online seminars.
- Conduct studies to identify high-potential cruise circuits, destinations, and infrastructure requirements; develop a strategic plan for the cruise ecosystem for cruise Bharat mission
- Act as Alliance Building Coordinator to facilitate partnerships and sign cruise alliances with neighbouring countries to enhance regional connectivity and attract global cruise operators.
- Act as a coordinator between IPA, its members, and cruise operators.
- Support meetings planned during cruise related events locally and internationally with Cruise operators.
- Provide regular progress reports and final strategic recommendations.

- **Market Research and Analysis:**
 - Conduct in depth studies on the global and Indian cruise markets to identify growth potential, trends, competitive advantages, and possible challenges.
 - Analyse the supply chain within the cruise sector and pinpoint areas where India could enhance service offerings or reduce bottlenecks.
- **Stakeholder Engagement and Relationship Management:**
 - Build and maintain effective relationships with industry stakeholders, including government bodies, port authorities, international cruise lines, travel agencies, and tourism boards.
 - Facilitate workshops, webinars, and forums to engage stakeholders in collaborative efforts to advance cruise tourism in India.
- **Strategic and Operational Planning:**
 - Act as a knowledge partner to design a detailed plan for expanding cruise-related infrastructure and tourism services, including terminals, shore excursions, and ancillary facilities.
 - Advise on operational best practices for cruise operators, port authorities, and associated stakeholders to optimize processes and improve the customer experience.
- **Marketing and Promotional Activities:**
 - Craft marketing strategies to position India as a key destination for cruise tourism, targeting international markets.
 - The agency shall facilitate socialization, activation, and market advocacy to promote engagement and awareness within the cruise ecosystem and partnerships with international tourism boards, to drive awareness and attract cruise visitors.
- **Coordination and Facilitation:**
 - Serve as a point of contact for IPA in all cruise related interactions, acting as the liaison between IPA, government agencies, and private entities.
 - Attend key industry events and trade shows to represent IPA and build networks that support India's cruise strategy.
- **Reporting and Recommendations:**
 - Provide monthly and quarterly progress reports detailing activities, outcomes, challenges, and strategic recommendations.
 - Deliver a comprehensive final report with strategic recommendations, KPI analysis, and actionable insights to drive future growth.

3.2.2 Comprehensive Deliverables and Reporting Metrics

Deliverable	Frequency	Key Metrics/Indicators
Market Analysis Report	Monthly	Number of growth opportunities identified, competitor analysis, potential partnership markets.
Key Stakeholder Meetings	Monthly	Attendance, engagement level, and action points from each meeting.

Marketing Campaign Reports	Monthly	Reach, engagement rate, brand awareness metrics, facilitate socialization, activation, and market advocacy to promote engagement and awareness within the cruise ecosystem.
Coordination Meetings	Monthly	Coordination effectiveness, issue resolution rate, project milestone tracking.
Progress Reports	Monthly	Achievement of key milestones, challenges faced, corrective actions planned.
Strategic Roadmap and Action Taken Report	Upon completion of engagement duration or half-yearly basis (whichever is earlier)	Timeline adherence, completion of milestone objectives, assessment of infrastructure and service improvement progress.

3.2.3 Developing appropriate recommendations through benchmarking and consultations with cruise lines, ensuring their requirements are incorporated into a detailed plan and execution strategy that includes the following:

- Develop a competitive and sustainable cruise tourism program that enhances visitor experience, fosters local economic growth, and positions the destination as a premier cruise port.
- Identify and define segments within cruise passengers (luxury, family, adventure) and primary source markets.
- To contribute with their expertise in vessel handling, including the required spacing for different ships, and gather data on ships that could potentially be targeted for operations in Indian waters, considering various sizes and tonnages
- To develop a robust and sustainable cruise tourism hub that significantly enhances visitor experience while driving economic growth for the local community
- To prepare regulatory framework which will prioritize ease of entry through simplified visa procedures and establish formal partnerships with major cruise operators to ensure consistent port traffic
- To support in developing technical standards for sustainable cruise terminals, marinas, and passenger facilities, alongside preparing a Model Concession Agreement for PPP projects. Additionally, the agency shall support the establishment of an IPA-led SPV to oversee infrastructure development, financing, policy advocacy, and capacity building.
- For technology enabled operations, comprehensive support will be provided to Bol in developing a National Cruise Passenger Clearance Procedure. A fully digital and automated e-clearance system will be piloted at major cruise ports to streamline passenger flow, while digital payment processes for customs duties will be implemented to improve efficiency and transparency. E-visa facilities will also be introduced at key cruise destinations to facilitate international travel. Also, a Digital Tourism Startup

- Challenge will be launched to foster the development of innovative app-based solutions for destination discovery, enhancing the overall tourist experience.
- To support and facilitate hosting global events such as the Sea-Trade Asia Summit and sessions at the CLIA Summit, as well as alternate organization of the Cruise Bharat Summit and GMIS. Additionally, the agency will assist in forming cruise alliances with neighbouring countries and organizing familiarization tours to showcase India's premier cruise destinations.
 - To support in the development of regulatory, fiscal, and financial policies for the cruise industry by conducting a demand assessment and business model study to identify industry needs. The agency will explore taxation frameworks, including GST, customs duty, and withholding tax, to create a level playing field. This will include proposing regulations for Indian-flagged cruise ships, recommending cabotage relaxations, and identifying financial incentives for cruise development. Key initiatives will involve conducting demand studies to guide policy interventions and drafting a National Cruise Tourism Policy to promote the development of cruise circuits, destinations, domestic companies, and startups.
 - For the Capacity Building and Economic Research pillar, the focus should be on skill development, awareness, and training across both government and industry to ensure the smooth functioning of the cruise sector. The goal is to foster inclusive economic growth through informed policy decisions based on economic research. This includes establishing a Centre of Excellence for Cruise to conduct research and provide policy feedback for market development, as well as formulating National Occupational Standards (NOS) for the cruise industry through the National Skill Development Council to promote youth employment.

3.2.4 The agency shall establish clear guidelines to align with the mission objectives and KPIs, ensuring regular monitoring and progress evaluation toward achieving the set goals. The agency will collaborate with relevant entities to provide oversight, support the delivery process, and conduct consistent reviews and reporting on progress

Targeted Indicators and Outcomes for Cruise Bharat Mission which need to be followed considering the baseline KPI as on 01.01.2025:

S. No.	KPI	Phase I	Phase II	Phase III
1	Sea Cruise Pax	0.5 mil	0.7 mil	1 mil
2	River Cruise Pax	0.5 mil	1 mil	1.5 mil
3	International Cruise Terminals	02	05	10
4	River Cruise Terminals	50	75	100
5	Marinas	01	03	05

The Cruise Bharat Mission includes the following establishments to achieve significant milestones by its completion, for which the agency shall work with relevant

entities to oversee the process, provide insights, assist in delivery, and ensure regular reviews and progress reporting.

- I. 10 Sea Cruise Terminals will be developed to enhance the capacity and efficiency of India's maritime infrastructure.
- II. 100 River Cruise Terminals will be established to promote the growth of river cruise tourism and connectivity across India's waterways.
- III. 5 Marinas will be developed to support the growing demand for leisure cruising and recreational boating.
- IV. The mission aims to attract 1 million Sea Cruise Passengers with over 500 Cruise Calls at Indian ports, positioning India as a key player in global cruise tourism.
- V. For river cruising, the target is to welcome 1.5 million River Cruise Passengers across 5000+ km of operational waterways, expanding India's river cruise offerings and enhancing tourism opportunities.

3.3 Proposed Team

The agency would ensure availability and deployment of adequate resources to effectively discharge the Scope of Work articulated in the Tender document. It is envisaged to have a two-tiered resourcing structure for the professional services comprising of a Subject Matter Expert as part time resource and a Project Coordinator as full time resource at Indian Ports Association (IPA) office for the entire duration of the assignment. The Project Coordinator shall work under direct supervision of IPA with close coordination with Subject Matter Expert.

The following table provides an indicative team composition for the assignment. However, the bidding entity may choose to enhance the number of resources in their proposal basis understanding of the tasking:

S.No.	Role	Qualification & Tasking	Full (FT) / Part Time (PT)	No of Resources
(a)	Subject Matter Expert – Cruise	With minimum 20 years of experience in cruise industry including but not limited to cruise liner operations, ground handling and support operations, data analytics, industry and senior stakeholder engagement etc.	PT	01
(b)	Project Coordinator – Cruise	Graduate with minimum 5 years of experience. Prior experience in the Cruise industry would be considered a key advantage.	FT	01

		The resource shall be deployed in New Delhi office of IPA on full time basis with normal office working hours. However, the resource may have to travel abroad or different parts of India for works related to Cruise Bharat Mission.		
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3.4 Terms of Engagement

The contract period will be initially for the period of 6 months, extendable at the sole discretion of IPA, based on performance and project requirements.

4. Fraud And Corrupt Practices

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the IPA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the IPA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the IPA for, inter alia, time, cost and effort of the IPA, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the IPA under Clause 4.1 hereinabove and the rights and remedies which the IPA may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the IPA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the IPA during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the IPA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IPA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IPA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical agency/ adviser of the IPA in relation to any matter concerning the Project;

b) "**Fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or

action in the Selection Process;

d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the IPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

6.1 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.

6.2 The IPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating there to;
- b) consult with any Applicant in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to the IPA by, on behalf of and/or in relation to any Applicant; and/or
- d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the IPA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the IPA or submitted by an Applicant shall remain or become, as the case may be, the property of the IPA. The IPA will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The IPA reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Appendices

APPENDIX-I

TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road, New Delhi 110003

Sub: Providing end to end support as Subject Matter Expert Agency for successful implementation Cruise Bharat Mission of India.

Dear Sir,

With reference to your RFP Document dated , I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for the subject assignment

1. I/We acknowledge that the IPA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices 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.
2. This statement is made for the express purpose of selection as the Agency for the aforesaid Project.
3. I/We shall make available to the IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the IPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Board nor have had any contract terminated by any public Board for breach on our part.

6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the IPA;
 - b. I/We do not have any conflict of interest so far as the RFP Document is concerned;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the IPA or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants
8. I/ We declare that we are not a Sub-Agency in any other Proposal applying for Selection as a Agency under this RFP.
9. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Board which would cast a doubt on our ability to undertake the Consultancy Services for the Project or which relate to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/ We further certify that no investigation by a regulatory Board is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers / employees.
12. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPA [and/ or the Government of India] in connection with the selection of agency or in connection with the Selection Process itself in respect of the above mentioned Project.
13. 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 Consultancy Services for the Project is not awarded to me/us or our proposal is not opened or rejected.

14. I/ We agree to keep this offer valid for 90 (Ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.
16. In the event of my/our firm being selected as the Agency, I/ we agree to enter into an Agreement with IPA. We agree not to seek any changes in the form and agree to abide by the same.
17. In the event of my/ our firm being selected as the agency, I/ we agree and undertake to provide the services of the Team Leader in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.
18. I/ We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy Services.
19. The Financial Proposal is being submitted in a separate cover This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal/ stamp of the Applicant)

Form 2

Particulars of Applicant

S No	Particulars	Details
1)	Title of Project	Subject Matter Expert Agency for Cruise Bharat Mission India
2)	Applicant applying as	
3)	State the following:	
i.	Name of Firm:	
ii.	Country of incorporation:	
iii.	Registered address:	
iv.	Year of Incorporation:	
v.	Year of commencement of business:	
vi.	Principal place of business:	
vii.	Name, designation, address and phone numbers of authorized signatory of the Applicant:	
viii.	Name:	
ix.	Designation:	
x.	Company:	
xi.	Address:	
xii.	Phone No.:	
xiii.	Fax No.:	
xiv.	E-mail address:	
(Signature, name and designation of the authorized signatory) For and on behalf of		

Form-3

Statement of Legal Capacity

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

(Date and Reference)

To,
The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road
New Delhi 110003

Sub: Subject Matter Expert Agency for Cruise Bharat Mission of India

Dear Sir,

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)
For and on behalf of

Form-4

Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection, as the Agency, to work as agency Indian Ports Association, New Delhi, for Subject Matter Expert Agency for Cruise Bharat Mission" 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 IPA, representing us in all matters before IPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IPA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with IPA.

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, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 2023

For

(Signature, name, designation and address)

Witnesses:

- 1
- 2

Notarized Accepted

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

Note:

- I. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal/ stamp affixed in accordance with the required procedure.
- II. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form-5

Particulars of Key Personnel

S No	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							

Form-6

Abstract of Eligible Assignments of the Applicant#

S No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Professional fees## received by the Applicant (in Rs. crore)
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Exchange rate should be taken as Rs.80 per US \$ for conversion to Rupees.

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

Form-7

Abstract of Eligible Assignments of Key Personnel

Name of Key Personnel:

Designation:

S No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Name of firm for which the Key Personnel worked	Designation of Key Personnel on the assignment	Date of completion of assignment
1	2	3	4	5	6	7
1						
2						
3						
4						
5						

@ Use separate Form for each Key Personnel.

Form-8

Eligible Assignments of Applicant

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s) if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

Notes:

- a. Use separate sheet for each Eligible Assignment.
- b. Exchange rate should be taken as Rs.80 per US \$ for converting to Rupees.

Form-9
Eligible Assignments of Key Personnel

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s) if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff (Project Director/ Coordinator, Team Leader) involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 80 per US \$ for converting in Indian Rupees.

Form-10

Curriculum Vitae (CV) of Professional Personnel

Photo	1. Name:			
	2. Position:			
	1. Date of Birth:			
	2. Education:			
3. Employment Record	From	To	Company	Position Held
4. Brief Profile				
5. Countries of Work experience				
6. Languages				
7. Representative Projects				
Nature of Work: Year: Location: Company: Position Held: Main Features: Activities Performed:				
Signature:			Name:	

Notes:

- 1) Use separate form for each Key Personnel / Professional Personnel.

APPENDIX-II
Form 1
(FINANCIAL PROPOSAL
(On Applicant's letter head)

To,
The Managing Director
Indian Ports Association
1st Floor, South Tower
NBCC Place, Bisham Pitamah Marg
Lodhi Road, New Delhi 110003

Sub: Selection of **Subject Matter Expert Agency for Cruise Bharat Mission.**

Dear Sir,

I/ We, (Applicant's name) herewith enclose the Financial Proposal (Monthly Agency Fee, inclusive of all expenses and taxes excluding GST) for selection of my/our firm as TA for IPA.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Total Financial Quote - Rs._____

(Rupees in words) _____

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Notes:

1. The fee payable to the TA in accordance with the Financial Proposal, shall cover the costs of telephone/ fax, photocopying, couriers and postage, collections and deliveries, traveling expense, stationery, costs of support staff and counsel fee, overheads, etc., including all taxes and duties except GST.No additional charges in respect thereof shall be due or payable. The fees shall be limited to the amounts indicated in the financial quote and no escalation on any account will be payable on the above amounts.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
3. This is the format for the price bid and shall be submitted only in Cover II. Cover I shall not contain any prices.

Appendix III

**Format for Bank Guarantee (Performance Guarantee)(As per the
standard format of concerned bank)**