



Indian Ports Association

Request for Proposal (RFP)

Selection of Agency for “Organisation of theme-based conferences by Major Ports and other agencies on completion of Nine years of Sagarmala programme”

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

December 2023

Disclaimer

This RFP is being issued by the Indian Ports Association (IPA) to the interested and eligible firms for the '**Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program**' on such terms and conditions and for the achievement of Objectives of the assignment 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 'Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program'

Indian Ports Association (IPA) invites Requests for Proposal (RFP) from interested eligible firms for **Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program**

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

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

1. Receipt of offers on or before 3:00 pm (15:00 Hrs) on 12/01/2024
3. Opening of Technical offers at 3:30 pm (1530 Hrs) on 12/01/2024

Reputed and interested firms may download the RFP from the IPA website or CPP Portal. 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 eligible firms for '**Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program**'. 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 to be submitted in the CPP Portal. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.6 Payment to Contractor

All payments to the Contractor 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	RFP/ Tender Availability	27/12/2023
2	Proposal Due Date	12/01/2024 before 15:00 hrs
3	Technical proposal Opening	12/01/2024 at 15:30 hrs
4	Technical Presentation	To be notified
5	Financial Bid Opening	To be notified

6	Letter of Award	To be intimated
7	Date of start of work	To be intimated to Selected Bidder
8	Cost of Tender in the form of Demand Draft, NEFT	INR 10000/-
9	Earnest Money Deposit (EMD) in the form of DD/FDR / BG/NEFT	INR 5,00,000/-
10	Performance Bank Guarantee	3% of the total fee.
11	Method of Selection	CQCBS 70:30
12	Contact Details	<p>1. Prema Kumar Pillai Email: prem.mpt@gmail.com Mobile: 9822388841</p> <p>2. Antony Ronald Simon Email: adsm-ipa@govcontractor.in Mobile: 8281482569</p>

1.8 Communications and Details of Payments

Details for making payment of processing fee 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 Proposal 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 'Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program'

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 firm(s) possesses the requisite experience and capabilities required for undertaking the Services, it may participate in the Selection. The way the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP.

ii) Applicants are advised that the selection of the Applicant shall be based on evaluation by IPA through the Selection Process specified in this RFP.

iii) The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided in this document. Proposals of only those Applicants who satisfy the Conditions of Minimum Eligibility will be considered for 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 a Director (on the Board of Directors) of the Applicant.

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

2.3 Number of Proposals

No Applicant shall submit more than one Application for the Assignment.

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, Project site or any other location for the purpose of this project. 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) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IPA or relating to any of the matters referred to in Clause 2.2 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.2 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- 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. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then IPA reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the IPA, including annulment of the Selection Process

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1) Introduction
- 2) Instructions to Applicants
- 3) Scope of work & Criteria for Evaluation

- 4) Fraud and corrupt practices
- 5) Miscellaneous

Appendix – I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Abstract of Eligible Assignments of the Applicant

Appendix – II: Financial Proposal

- Form 1 : Financial Proposal

Appendix – III :

- Bank Guarantee (Performance Security)

2.8 Amendment of RFP

2.8.1 At any time prior to the deadline for submission of Proposal, IPA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Website/portal.

2.8.2 All such amendments will be notified in IPA website and CPP Portal. The amendments and will be binding on all Applicants.

2.8.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, IPA may, in its sole discretion, extend the submission date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.9 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 and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

2.10 Format and signing of Proposal

2.10.1 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.

2.10.2 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 a duly authorised person holding the Power of Attorney, in case of a Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.10.3 Applicants should note the bid submission date for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by IPA, and that evaluation will be carried out only on the basis of documents received by the closing time of submission. Applicants will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected.

2.11 Technical Proposal

2.11.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").

2.11.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) power of attorney, if applicable, is executed as per Applicable Laws;
- c) The RFP document duly signed on all pages is submitted.

2.11.3 Failure to comply with the requirements spelt out in this shall make the Proposal liable to be rejected.

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

2.11.5 IPA reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by IPA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IPA there under.

2.11.6 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.

2.12 Financial Proposal

2.12.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating its quote for the assignment (Form- 2 of Appendix II) in both figures and words, in Indian Rupees, only in the CPP Portal. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.12.2 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, accommodation, boarding expenses, transport and any other incidental expenses 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) 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.

c) Costs (including break down of costs) shall be expressed in INR.

2.13 Submission of Proposal

2.13.1 The Applicants shall submit the Proposal with all pages numbered serially and by giving an index of submissions only in the CPP Portal. There will be no hard copy submissions.

2.13.2 The "Technical Proposal" shall consist of the Application in the prescribed format (Form 1 of Appendix-I) along with Forms of Appendix-I and supporting documents.

2.13.3 The "Financial Proposal" shall consist of the financial proposal in the prescribed format (Form 2 of Appendix-II). Form 2 shall be uploaded as the Financial Proposal in the CPP Portal

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

2.13.5 The completed Proposal must be submitted on the CPP Portal before the specified time. Proposals submitted in any other form shall not be entertained.

2.13.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include copies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

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

2.14 Proposal Due Date

2.14.1 Proposal should be submitted by the due date specified in the manner and form as detailed in this RFP.

2.14.2 IPA may, in its sole discretion, extend the due date by issuing an Addendum.

2.15 Late Proposals

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

2.16 Bid and Performance Security

The Applicant, shall submit **EMD of INR 5,00,000 (Five 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 under the following conditions:

a) If an Applicant engages in any of the Prohibited Practices.

The Selected bidder shall submit performance security, which shall be 3% of the agreement value and shall be in form of irrevocable an irreversible bank guarantee or Demand Draft. The performance security shall be submitted by the selected bidder within 7 working days from receipt of Letter of Award, pursuant to which the Agreement shall be signed within 10 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.

D. SUBMISSION AND EVALUATION PROCESS

2.17 Submission and Evaluation of Proposals

2.20.1 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. The Bid shall be uploaded in the CPP portal and no hard copies will be accepted.

2.20.1 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.

2.20.2 Prior to evaluation of Proposals, IPA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) the Technical Proposal is received in the form specified at Appendix-I;
- b) it is received by the due date ;
- c) it is signed and named;
- d) it is accompanied by the Power of Attorney
- e) it contains all the information (complete in all respects) as requested in the RFP;
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive.
- h) The Bid document fee and EMD has been provided

2.20.3 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.

2.20.4 IPA shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Clause 3 of this RFP.

2.20.5 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. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be announced. IPA will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall then be carried out.

2.20.6 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.

2.20.7 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.

2.21 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.

2.22 Clarifications

2.22.1 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 thereto shall be in writing.

2.22.2 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.

E. SELECTION OF FIRM

2.23 Negotiations

2.23.1 The Selected Applicant may, if necessary, be invited for negotiations.

2.24 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.

2.25 Award of Consultancy

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 3 (Three) 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.

2.26 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within a period of 7 days from the date of issuance of LoA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.27 Commencement of Assignment

The selected Applicant shall commence the Services within three days of the date of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant fails to either sign the Agreement or commence the assignment as specified herein, IPA may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

2.28 Terms and Conditions: Applicable Post Award of Contract

2.28.1 Termination Clause

- a. IPA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 7 days sent to the selected bidder, terminate the contract in whole or in part
- 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 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 granted 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 only if termination is due to Contractor's default.

2.28.2 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 7 days sent to the selected bidder, terminate the contract in whole or in part
- 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 granted 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.

2.28.3 Termination for Insolvency

IPA may at any time terminate the Contract by giving a written notice of at least 7 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.

2.28.4 Termination for Convenience

- a. IPA, by a written notice of at least 7 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.

2.28.5 Termination by IPA

a. IPA may, by not less than 7 day's written notice of termination to the firm, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. The firm fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 7 days of receipt of such notice of suspension or within such further period as IPA may have subsequently granted in writing;

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

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

b. Any document, information, data or statement submitted by the firm in its Proposals, based on which the firm was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the firm is unable to perform a material portion of the Services for a period of not less than 30 days

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

2.28.6 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 firm 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 firm to take over the obligations of the erstwhile firm 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 hereof 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.

2.28.7 Dispute Resolution Mechanism

IPA & the Contractor 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 firm. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

2.28.8 Arbitration

The Contractor may apply to the Managing Director, IPA for the appointment of the Arbitrator in the event of any dispute/difference. On receipt of such request, it shall be lawful for IPA to appoint an Arbitrator to adjudicate upon the dispute/differences. The Arbitrator so appointed shall enter upon reference and decide the dispute in accordance with The Arbitration & Conciliation Act, 2015 including amendments. Place of arbitration shall be New Delhi.

2.28.9 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or IPA as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or IPA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall

lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

2.28.10 Jurisdiction of Courts

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

2.28.11 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.

2.28.12 Information Security

The Contractor 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 firm 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 firm by IPA, including any copies or reproductions.

2.28.13 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.

3. SCOPE OF WORK AND QUALIFICATION & CRITERIA FOR EVALUATION

3.1 Background

It has been decided to organize theme-based conferences at each coastal and waterway states to commemorate the completion of 9 years of the Sagarmala program. The organisations and the themes identified for each organisation are given in the table below. However, these themes are subject to changes as decided by IPA.

	Place	Nodal Agencies	Themes
1	Chennai	i) Chennai Port Authority ii)V.O.Chidambaranar Port Authority, iii) Kamarajar Port Authority	Regional water connectivity
2	Goa	Mormugao Port Authority	Cruise tourism
3	Kolkata	i) Syama Prasad Mookerjee Port Authority ii) Indian Ports Rail & Ropeway Company Ltd.	Multimodal connectivity
4	Vizag	i) Vizag Port Authority ii) D.G.Shipping iii) Indian Maritime University iv)Centre for Excellence in Maritime and Shipping	Maritime skill development
5	Bhubaneshwar	Paradip Port Authority	Mega ports for bulk cargo
6	Guwahati	Inland Waterways Authority of India	Inland waterways tourism
7	Kochi	i) Cochin Port Authority ii) Cochin Shipyard Ltd.	Ship building/repair
8	Ahmedabad	Deendayal Port Authority	Green hydrogen hubs
9	Varnasi	Inland Waterways Authority of India	Inland waterways logistics
10	Mangalore	New Mangalore Port Authority	Green ports
11	New Delhi	Indian Ports Association	Main Event

The dates for holding events at various locations will be finalised later. The events will be a one-day event. The locations for the event will be finalised by the respective nodal agency.

Indian Ports Association (IPA) has decided to appoint an experienced agency (Contractor) who will render assistance to the nodal agencies to organise the events.

3.2 Scope of Work

The general scope of services expected from the contractor will be as follows;

- i) To prepare standardise content for the different events proposed to be held at various locations in consultation with the respective nodal agencies
- ii) Invite media to attend these events and ensure wide publicity for the events
- iii) Finalise the media and delegate kits in consultation with the respective nodal agency
- iv) Visit the office of the nodal agencies or any such location as decided by the nodal agencies and actively participate and plan the event taking the inputs from the nodal agency
- v) Assist the nodal agencies for writing articles connected with the event and provide any assistance during the interview with media agencies
- vi) Develop creatives for brandings/hoardings/social media platforms/electronic media or any other branding platform. Preparation and placing of hoardings at airports, railway stations, bus terminals, city centres, port areas (Offices/colonies) to demonstrate the achievements of Sagarmala and respective nodal agencies. The contractor. Branding through social media platforms/podcasting also shall be undertaken by the contractor.
- vii) Parallel level teams shall be deployed at different cities in case of clash in location dates
- viii) Firm shall include and have key strength in making content with visualisation in Audio Visuals, Demonstration content, Key Visuals, Media Content, Subject matter AVs and all such content related requirements
- ix) Highlight key achievements or work done by Port Authorities and other agencies to create public awareness.
- x) Ensure all basic necessary requirements during conference period at all selected locations in terms of lunch/dinner/high tea for about 200 PAX alongwith required infrastructure, arrangement of banquet hall, digital technology support etc. for smooth and successful completion of event.
- xi) Coordinate/Organise the entire event and ensure all aspects are taken care off to make the event a big success

3.3 Deliverables

- o The event is proposed to be organised at 11 locations. The deliverables will be considered completed after the successful organisation of the events at all the 11 locations except when an event is cancelled at one or more locations which will be communicated to the contractor. In such cases the number of locations will be accordingly pruned.

1.4 Eligibility Criteria

Documents to be submitted in support of the following eligibility criteria;

- a) The bidding firm should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932 or Registered as a society under the Societies Act, 1860 -Copy of valid Registration

-Certificates duly certified by CA engaged in conducting audit of the company.

-Certified Copy of Certificates of Incorporation/Name Change.

-CA's Registration Number/ Seal is must.

b) Turnover Firm should have average annual turnover of INR 12 Crore per annum during the last three (03) Financial Years (FY2020-21, FY2021-22, FY2022-23).

-Copies of Annual Turnover of the organization of Audited Annual Accounts duly certified by CA who is engaged in conducting audit of the firm.

-Profit & Loss Account & Balance Sheet must be submitted.

c) Specializations/ Experience

(i) Firm must have experience in Event Management Industry.

(ii) The firm should have successfully completed:

1. 01 similar work of the value of Rs 5.00 Crores;
or
2. 02 similar works of the value of Rs 3.25 Crores each
or
3. 03 similar works of the value of Rs.2.50 crores each

Similar work means experience in event management for Central Govt/ State Government/ PSUs/Private Sector. Details of the assignment to be provided with supporting documents such as

- Completion certificates from the Client

OR

- Work order and certificate of completion certified by the Chartered Accountant of the firm

d) Bidding firm should have on its payrolls a minimum of 30 professionals as on 31st March 2023. Letter from competent authorised signatory of Human Resource Dept. as documentary evidence to be attached with bid document

e) Bidding firm shall hold valid GST and PAN certifications. Copies of relevant certificates of registration to be attached as part of bid document

f) In case of works undertaken for private firms, bidding firm must furnish Form 26AS from Income tax department to support the work experience of any assignment.

g) Bidding firm shall not have been Blacklisted/ Debarred by any Central or State Govt/ PSU's etc. Self- Undertaking in this regard to be submitted along with bid document

h) The bidding firm shall have their functional online website Web link to the website.

i) Firm should have a positive net worth Audited Balance Sheet

The bidder shall provide evidence of all the above requirements. Firms not fulfilling the above criteria will not be considered

Presentation:

1. Firm would be invited to make a presentation of their technical bid before a Tender Evaluation Committee (TEC). After evaluation of the technical bids by the TEC, the financial bids of only selected Firms would be opened for evaluation and consideration of award of work.

Award of Work

QCBS model will be followed. Weightage to the score obtained in technical evaluation and financial evaluation will be in the ratio 70:30 as illustrated below

Technical Bid Score: 70% (The bidder who secures maximum marks shall be given a Technical score of 100 and then pro-rata calculations for successive bidders with respect to their technical score).

The technical scores of other Bidders for the project shall be computed as follows.

$$T_s (\text{bidder}) = 100 * (T (\text{bidder}) / T (\text{highest technical score amongst all bidders}))$$

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

1. **Financial Bid Score: 30 %** (with full marks to lowest financial bidder and then pro-rata calculations for successive bidders with respect to their financial bids).

$$\text{Financial Quote of any bidder} = F$$

$$F_s (\text{bidder}) = 100 * (F(\text{lowest financial quote amongst all bidders}) / F(\text{bidder}))$$

Any monetary figure in decimal shall be rounded off to the nearest INR. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

$$\text{Total Evaluated Score} = 0.7 T_s + 0.3 F_s$$

The Firm shall be ranked H1, H2... on the basis of combined score obtained in Technical and Financial Parts. The firm with the highest score will be considered for award of the work.

Please note that the Managing Director of Indian Ports Association (IPA) reserves the right to accept or reject all or any of the BID's without assigning any reason whatsoever.

Criteria for award of marks for presentation:

- i. Understanding of event requirements, overall work plan and conceptualization, conduct of the meeting (from arrival of delegates to departure) – 25 marks
- ii. Creativity (which Includes Décor, Designs of thematic installations and other creatives, variety of flowers and their aesthetic usage & any other innovative ideas) – 25 marks
- iii. Proposed deployment of manpower – 25 marks
- iv) Plans for optimisation of resources – 25 marks

Financial Bid to be submitted as per BoQ

3.6 Fee Payable

Fee is payable on completion of the event in each location as quoted by the bidder

	Place	Fee Quoted by Contractor (Rs)
1	Chennai	
2	Goa	
3	Kolkata	
4	Vizag	
5	Bhubaneshwar	
6	Guwahati	
7	Kochi	
8	Ahmedabad	
9	Varnasi	
10	Mangalore	
11	New Delhi	

- The above table is shown just as an illustration and the fee should not be quoted in this document while submission of Technical bid. Fee is to be quoted only in the Financial proposal.

Note:

1. On completion of the event at each location, the contractor shall submit a report including photographs. Videography of the main event is also to be submitted. On submission of all these details the event at that location will be considered closed.
2. The fee shall be paid within 15 working days of submission of invoice.
3. The cost of Booking of venue, Food and refreshments, Hotel and transport arrangements for delegates/invitees, media and delegate kits and other expenses for the event will be borne by the respective nodal agency. All assistance for arrangements of these activities will be provided by the contractor to the satisfaction of the nodal agencies.
4. Cost of transport, boarding, lodging and all other incidental expenditure of the contractor and its employees shall be borne by the contractor.

5. In case the conference planned at any location is cancelled for any reasons whatsoever, the amount quoted for that location will not be payable to the contractor. However, if the event is cancelled for any particular location and if the contractor had incurred any expenditure towards travel and accommodation for that location, actual amount incurred plus 10% overheads will be payable subject to producing invoices.

6. In case any additional locations are included, the fees payable for such locations will be the lowest fee quoted by the bidder for any of the 11 locations given in the table above.

7. The lowest bidder will be the bidder quoting the lowest amount for the sum total of the 11 locations given in the table.

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 Contractor, 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 Contractor 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 Contractor, 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.
- 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

- 5.1 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.
- 5.2 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 thereto;
 - 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.
- 5.3 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.
- 5.4 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.
- 5.5 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
(See Clause 2.1.iii)

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: **'Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program'**

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 Contractor, 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 Contractor 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 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
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 contractor, without incurring any liability to the Applicants.
8. 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 Services for the Project or which relate to a grave offence that outrages the moral sense of the community.
9. 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.
10. 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.
11. 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.
12. I/ We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Services for the Project is not awarded to me/us or our proposal is not opened or rejected.
13. I/ We agree to keep this offer valid for 90 (Ninety) days from the PDD specified

in the RFP.

14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
15. In the event of my/our firm being selected for the assignment, 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.
16. In the event of my/ our firm being selected for the assignment, I/ we agree and undertake to provide the services of the Team in accordance with the provisions of the RFP and that the Team shall be responsible for providing the agreed services and not through any other person or Associate.
17. 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 Services.
18. The Financial Proposal is being submitted in the CPP Portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
19. 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 Services	Agency Services
2)	Title of Project	Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program'
3)	Applicant applying as	
4)	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: **'Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program'**

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 under Indian Ports Association, New Delhi, for **'Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program'** including but not limited to signing and submission of all applications, proposals and other documents and writings, 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 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. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Form-5

Abstract of Eligible Assignments of the Applicant#

S No	Name of Assignment	Name of Client	Fees## received by the Applicant(in Rs.)
(1)*	(2)	(3)	(4)
1			
2			
3			
4			
5			

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

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 4 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:

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: **'Organisation of theme-based conferences by Major Ports and other agencies on completion of 9 years of Sagarmala program'**

Dear Sir,

I/ We, (Applicant's name) have uploaded the Financial Proposal (inclusive of all expenses and taxes excluding GST) in the CPP Portal for selection of my/our firm 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.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Notes:

1. The fee payable in accordance with the Financial Proposal, shall cover the costs of traveling expense, boarding, lodging, costs of support staff all incidental expenses 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.

Form 2

(To be filled and uploaded in CPP Portal Only and not to be filled in the Technical Proposal))

Financial Proposal

Fee is payable on completion of the event in each location as quoted by the bidder

	Place	Fee Quoted by Contractor (Rs)
1	Chennai	
2	Goa	
3	Kolkata	
4	Vizag	
5	Bhubaneshwar	
6	Guwahati	
7	Kochi	
8	Ahmedabad	
9	Varnasi	
10	Mangalore	
11	New Delhi	
	Total	

Note:

1. On completion of the event at each location, the contractor shall submit a report including photographs. Videography of the main event is also to be submitted. On submission of all these details the event at that location will be considered closed.
2. The fee shall be paid within 15 working days of submission of invoice.
3. The cost of Booking of venue, Food and refreshments, Hotel and transport arrangements for delegates/invitees, media and delegate kits and other expenses for the event will be borne by the respective nodal agency. All assistance for arrangements of these activities will be provided by the contractor to the satisfaction of the nodal agencies.
8. Cost of transport, boarding, lodging and all other incidental expenditure of the contractor and its employees shall be borne by the contractor.
9. In case the conference planned at any location is cancelled for any reasons whatsoever, the amount quoted for that location will not be payable to the contractor. However, if the event is cancelled for any particular location and if the contractor had incurred any expenditure towards travel and accommodation for that location, actual amount incurred plus 10% overheads will be payable subject to producing invoices.
10. In case any additional locations are included, the fees payable for such locations will be the lowest fee quoted by the bidder for any of the 11 locations given in the table above.
11. The lowest bidder will be the bidder quoting the lowest amount for the sum total of the 11 locations given in the table.

Appendix III

Format for Bank Guarantee (Performance Guarantee)

(As per the standard format of concerned bank)