



# Indian Ports Association

## Request for Proposal (RFP)

### Selection of Consultant for Preparation of a report on “Promotion of Cruise Tourism through Major Ports in India”

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

August 2023

## Disclaimer

This RFP is being issued by the Indian Ports Association (IPA) to the interested and eligible consultants for the Selection of Consultant for preparation of a report on **Promotion of cruise tourism through Major Ports in India** (the "Project"), 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.

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.

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**Notice Inviting RFP for Appointment of Consultant for preparation of a report on "Promotion of Cruise Tourism through Major Ports in India"**

Indian Ports Association (IPA) invites Requests for Proposal (RFP) from interested eligible consultants for preparation of a report on **"Promotion of Cruise Tourism through Major Ports in India"**

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. Pre-Bid Meeting on 11/08/2023 at 3.00 PM (15:00 Hrs)
2. Receipt of offers on or before 3:00 pm (15:00 Hrs) on 05/09/2023
3. Opening of Technical offers at 3:30 pm (1530 Hrs) on 05/09/2023

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website or CPP Portal. Any queries can be addressed to the Managing Director, Indian Ports Association, 1<sup>st</sup> 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 consultants for preparation of report for '**Promotion of Cruise Tourism through the Major Ports in India**' (the "Project"). 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 Consultant**

All payments to the Consultant 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:

	<b>Particulars</b>	<b>Details</b>
1	RFP/ TenderAvailability	04/08/2023

2	Last date for receiving queries	10/08/2023
3	Response to queries	16/08/2023
4	Proposal Due Date	05/09/2023 before 15:00 hrs
5	Technical proposal Opening	05/09/2023 at 15:30 hrs
6	Financial Bid Opening	To be notified
7	Letter of Award	To be intimated
8	Date of start of work	To be intimated to Selected Bidder
9	Cost of Tender in the form of Demand Draft/ NEFT	INR 10000/-
10	Earnest Money Deposit (EMD) in the form of DD/FDR / BG/NEFT	INR 2,00,000/-
11	Performance Bank Guarantee	3% of the total professional fee.
12	Method of Selection	CQCBS 70:30
13	Contact Details	1. Prema Kumar Pillai <a href="mailto:constech.ipa-ship@govcontractor.in">Email:constech.ipa-ship@govcontractor.in</a> <a href="mailto:prem.mpt@gmail.com">prem.mpt@gmail.com</a> Mobile: 9822388841  2. Antony Ronald Simon <a href="mailto:adsm-ipa@govcontractor.in">Email:adsm-ipa@govcontractor.in</a> Mobile: 8281482569

### 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	<a href="mailto:ipa@nic.in">ipa@nic.in</a>

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

Managing Director  
Indian Ports Association  
1<sup>st</sup> 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 engagement of consultant for preparation of report for 'Promotion of Cruise Tourism through Major Ports in India'

## **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 manner in which the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP.

ii) Applicants are advised that the selection of consultant shall be on the basis of 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 Conflict of Interest**

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or consultancy Services (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IPA shall forfeit and appropriate the Performance Security, as available, as mutually agreed genuine pre-estimated compensation and damages payable to IPA for, inter alia, the time, cost and effort of IPA including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to IPA hereunder or otherwise.

2.3.2 IPA requires that the consultant provides professional, objective, and impartial advice and at all times hold IPA's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IPA.

2.3.3 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

a) the Applicant or Associates (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause (a), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

b) a constituent of such Applicant is also a constituent of another Applicant;

c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

f) there is a conflict among this and other consulting or Consultancy assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the will depend on the circumstances of each case. While providing consultancy Services to IPA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

g) a firm which has been engaged by IPA to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or

h) the Applicant or Associate (or any constituent thereof), and the Applicant or concessionaire if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant or Associate, as the case may be,) in the Applicant or concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 2 (72) of the Companies Act 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, with the Applicant (the "Associate"); As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy Services for this Project, its Associates, affiliates and the Consultants, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall

not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for IPA in continuation of this Consultancy Services or to any subsequent consultancy/ advisory services performed for IPA in accordance with the rules of IPA. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the firm (to which Consultant belongs), as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that:

a) any member of an Applicant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and

b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Consultant shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 If the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Applicants for the Project, they shall make a disclosure to IPA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. IPA shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this assignment or otherwise, and convey its decision to the firm within a period not exceeding 15 (fifteen) days.

## **2.4 Number of Proposals**

No Applicant shall submit more than one Application/ proposal for the Consultancy Services.

## **2.5 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.

## **2.6 Acknowledgement by Applicant**

2.6.1 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) acknowledged that it does not have a Conflict of Interest; and  
f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 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.

## **2.7 Right to reject any or all Proposals**

2.7.1 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.

2.7.2 Without prejudice to the generality of Clause 2.8.1, the 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**

### **2.8 Contents of the RFP**

2.8.1 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) Criteria for Evaluation
- 4) Fraud and corrupt practices

- 5) Pre-Bid Meeting
- 6) 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 : Particulars of Key Personnel
- Form 6 : Abstract of Eligible Assignments of the Applicant
- Form 7 : Abstract of Eligible Assignments of Key Personnel
- Form 8 : Eligible Assignments of Applicant
- Form 9 : Eligible Assignments of Key Personnel
- Form 10 : CVs of Professional Personnel
- Form 11 : Pre-bid Queries Form

### **Appendix – II: Financial Proposal**

- Form 1 : Financial Proposal

### **Appendix – III :**

- Bank Guarantee (Performance Security)

## **2.9 Clarifications**

2.9.1 Applicants requiring any clarification on the RFP may email their queries to IPA before the date mentioned in the Schedule of Selection Process at Clause 1.8. IPA will reply to all such queries at its own discretion.

2.9.2 IPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging IPA to respond to any question or to provide any clarification.

## **2.10 Amendment of RFP**

2.10.1 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.

2.10.2 All such amendments will be notified CPP Portal. The amendments will also be posted on the Website

2.10.3 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 PDD.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.11 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 and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.12 Format and signing of Proposal**

2.12.1 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.

2.12.2 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.**

2.12.3 Applicants should note the PDD, as specified in Clause 1.7, 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 PDD as specified in Clause 1.7. 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.

### **2.13 Technical Proposal**

2.13.1 Applicants shall submit the technical proposal in the formats at

Appendix-I (the "Technical Proposal").

2.13.2 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) CVs of all Key Personnel have been included;
- d) Key Personnel have been proposed only if they meet the Conditions of Eligibility.
- e) Only one CV for each position has been furnished;
- f) the CVs have been recently signed and dated by the respective key personnel
- g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- h) Key Personnel proposed have good working knowledge of English language
- i) Key Personnel would be available for the entire period of the assignment
- j) no Key Personnel should have attained the age of 70 years at the time of submitting the proposal
- k) The RFP document duly signed on all pages is submitted.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of IPA for a period of 3 (three) years. The award of this consultancy Services to the Applicant may also be liable to cancellation in such an event.

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

2.13.6 The proposed team shall include experts and specialists (the "Key Personnel") in their respective areas of expertise.

2.13.7 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.

2.13.8 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 IPA for, inter alia, time, cost and effort of IPA, without prejudice to any other right or remedy that may be available to IPA.

## **2.14 Financial Proposal**

2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating its quote for the assignment (Item F of 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.

2.14.2 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.), accommodation, air fare, equipment, printing of documents, 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.

## **2.15 Submission of Proposal**

2.15.1 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.

2.15.2 The "Technical Proposal" shall consist of the Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 11 of Appendix-I and supporting documents.

2.15.3 The "Financial Proposal" shall consist of the financial proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.15.4 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.

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

2.15.6 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.

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

## **2.16 Proposal Due Date**

2.16.1 Proposal should be submitted by PDD specified at Clause 1.8 at the address provided in Clause 1.9 in the manner and form as detailed in this RFP.

2.16.2 IPA may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.17 Late Proposals**

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

2.18 Deleted

### **2.19 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 under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- b) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and

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 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.

## **D. SUBMISSION AND EVALUATION PROCESS**

### **2.20 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 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.20.3 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 PDD including any extension thereof pursuant to Clause 2.17;
- c) it is signed and named as stipulated in Clauses 2.13 and 2.16;
- d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4
- 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 in terms hereof.
- h) The Bid document fee and EMD has been provided

2.20.4 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.

2.20.5 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.

2.20.6 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.

2.20.7 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.

2.20.8 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 CONSULTANT**

### **2.23 Discussion**

2.23.1 The Selected Applicant may, if necessary, be invited for discussions. The discussion shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during discussions. A Key Personnel who did not score 75% (seventy-five per cent) marks shall be replaced by the Applicant with a better candidate to the satisfaction of IPA. In case the Selected Applicant fails to reconfirm its commitment, IPA reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for discussions.

2.23.2 IPA will examine the CVs of all other 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.

### **2.24 Substitution of Key Personnel**

2.24.1 If, for any reason beyond the reasonable control of the Consultant, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant 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 consultant is expected to meet every deliverable due dates, and the project completion milestones as approved by the Client.

2.24.2 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

## **2.25 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.

## **2.26 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 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.

## **2.27 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.

## **2.28 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. If the Selected Applicant fails to either sign the Agreement as specified in Clause 2.28 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.

## **2.29 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/Consultant 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.

## **2.30 Terms and Conditions: Applicable Post Award of Contract**

### **2.30.1 Termination Clause**

- a. IPA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 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 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; OR
- e. If the selected bidder commits breach of any condition of the contract; OR
- f. If IPA terminates the contract in whole or in part, amount of Performance Guarantee shall be forfeited only if termination is due to Consultant default.

### **2.30.2 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 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; OR

- 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.

### **2.30.3 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.

### **2.30.4 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.

### **2.30.5 Termination by IPA**

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

i. The Consultant 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 Consultant 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings.
  - iv. The Consultant submits to IPA a statement which has a material effect on the rights, obligations or interests of IPA and which the Consultant knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the Consultant 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 Consultant 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 Consultant's performance, IPA will give a rectification notice for 3 months to consultant in writing with specific observations and instructions.

#### **2.30.6 Termination by the Consultant**

- a. The Consultant 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 Consultant may have subsequently agreed in writing) following the receipt by IPA of the Consultant's notice specifying such breach;
  - ii. As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

#### **2.30.7 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 Consultant 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 Consultant to take over the obligations of the erstwhile Consultant 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.

### **2.30.8 Dispute Resolution Mechanism**

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

### **2.30.9 Arbitration**

The Consultant 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, 1996 including amendments. Place of arbitration shall be New Delhi.

### **2.30.10 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.

### **2.30.11 Jurisdiction of Courts**

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

### **2.30.12 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.

### **2.30.13 Information Security**

The Consultant 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 Consultant 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 Consultant by IPA, including any copies or reproductions.

### **2.30.14 Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever 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**

'Cruise Tourism' is a fast-growing component of the leisure industry, worldwide. This segment of niche tourism can flourish if the right policy environment and infrastructure is made available. As a cruise tourism market, whether from an international, domestic or river cruise perspective, India represents a largely unexplored realm with vast potential for exponential growth due to its population capacity, increasing wealth, a propensity for travel and continued investments overall in India. Itinerary patterns focusing on the cruise ports of India and adjacent countries offering exotic destinations will assist to propel the market forward.

In addition to international cruise travel, domestic demand has also grown due to the steady development of India's economy, growing middle class and increasing disposable income which could be spent on leisure activities, the overall environment is conducive for the promotion of Cruise Tourism within the country. India as a part of the Asian region requires its own cruise sector to be recognized by the cruise industry as a valid option for deployment.

India targets to develop as an important cruise destination among cruise industry, through improved infrastructure, improved services for tourists, better boarding and de-boarding experiences of passengers at ports, suitable tourist itineraries at de-boarding ports and adjoining areas etc. Accordingly, Indian Ports Association (IPA) had prepared an "Action Plan for development of Cruise Tourism in India" in the year 2016. The report suggested many actions on the part of the Govt. and other key stakeholders. In the past 6 years, MoPSW with the assistance of other government departments has initiated and implemented several actions as suggested in the report

However, the cruise tourism sector has undergone a tremendous change in past couple of years due to the outbreak of COVID-19 which has impacted not only India but global cruise tourism sector leading to emergence of new trends.

In the above context, IPA decided to revisit the current scenario by focusing on key aspects such as cruise demand, specific infrastructure requirement at the ports and procedural improvements to ensure that the implementation is focused and in-sync with the needs of cruise tourism industry.

Accordingly, the current RFP has been issued.

#### **3.2 Scope of Work**

The study shall focus on major ports (Mumbai, Goa, Chennai, Kandla, Kochi, Vishakhapatnam, New Mangalore, Kolkata, Tuticorin) and Port Blair. Scope of work shall involve following tasks to be undertaken for :

### **3.2.1 Review of previous studies and reports**

- Review of various studies and report on the Project which are relevant to the assignment.

### **3.2.2 Benchmarking**

- Broad review of COVID-19 impacts on global cruise tourism and emerging trends;
- Carry out secondary research on COVID-19 protocols mandated by global cruise lines/ports; resilient cruise operation to counter such challenges;
- Undertake interactions with 3-5 leading cruise lines/operators for present learnings, success stories and perception towards Cruise tourism in India and expectations;
- Assessment of domestic cruise potential to cover different historical/ spiritual/ nature tourism;
- Potential sites/ circuits for long and short duration Riverine cruise tourism and critical benchmarks against similar riverine cruise circuits.

### **3.2.3 Assessment**

Assessment objective is to increase the number of cruise calls and duration of stay at ports. To enable this, following studies followed by recommendations are essential:

- Assessment of overall current and projected cruise call scenarios in world and estimation of cruise passenger load for India considering international and domestic cruise travel potential.
- Assess cruise tourism potential of each Major Port by considering its geographic location in terms of deciding feasibility of cruise call/ making part of existing circuit/ proposing new circuit, facilities for tourists outside port area, tourist attractions in the vicinity, speciality of the area etc.
- Identify important tourism itinerates for cruise passengers at each port and suggest possible period of stays of cruise passengers in which they can finish important tourism activities available at/ near the port, based on possibility of exploration of identified tourism activities by visiting cruise tourists.
- Identification of gap in port infrastructure and identify economically viable options/ alternatives to fill that gap.

- Identification of gaps in Procedures/ processes of cruise calls, ease of embarkation/ disembarkation to make cruise handling experience at par with procedures adopted by the most favoured cruise handling ports of the world.
- Suggest mechanism for optimum utilization of existing facilities at Ports
- Assess economic returns on suggested investments at each port.
- Identification of important cruise liners catering to Indian Ocean and Arabian Sea and possibility of having events in association with such cruise operators.
- Port wise recommendation to improve cruise calls / cruise tourism considering all aspects in totality.

### 3.2.4 Updation of Cruise Strategy and Action Plan

- Based on the assessment, benchmarking and discussion with key stakeholders, Consultant is to suggest the key interventions and prepare plan of action for cruise sector development.

### 3.3 Deliverables and Timelines:

- The total duration of the Engagement shall be 120 days.
- Following schedule for key deliverables/ events shall be followed:

	Deliverables	Timeline (T is date of signing of contract)
1	Detailed break up of work plan with timelines.	T+ 12 days
2	Acceptance of the work plan by IPA / incorporation of suggestions offered by IPA, if any.	T+ 25 days
3	Submission of Draft Report (incorporating all aspects covered in the scope) and presentation of key findings	T+ 100 days
4	Submission of Final Report (after incorporation of suggestions offered by IPA) including presentation of final outcome	T+120 days

### 3.4 Proposed Team:

	Deliverables	Minimum Qualification and Experience	Responsibilities	Marks
1	Team Leader cum Cruise Tourism Expert	MBA/M Planning/Post Graduate Civil Engineering/Degree or Post Graduate in travel, Tourism and Leisure with more than 15 years of professional experience in the tourism sector. Must have relevant experience in Cruise tourism sector with an exposure of international assignments.	Shall lead, co-ordinate and supervise the consultancy team for delivering the study in a timely manner as envisaged in the RFP. Also, liaison with the client during the assignment and submit Quarterly Progress Report.	10
2	Finance Expert	MBA (Finance)/Chartered Accountant/ Cost Accountant with minimum 10 years of professional experience in financial projections/viability/ economic analysis of relevant projects	Shall be responsible to assess the economic feasibility and financial structuring of projects	5
3	Infrastructure/Port Planning Expert	Masters in Infrastructure/Transport /Masters in Planning with minimum 10 years of professional in development of port infrastructure	Shall be responsible for assessing the infrastructure gap requirement of ports and planning for the development	7
4	Tourism Expert	MBA/Masters in Planning/ Post Graduate in Travel, Tourism and Leisure management with minimum of 10 years of professional experience in the tourism sector. Must have relevant experience	Shall be responsible for bringing the tourism sector understanding for the cruise sector development	8

	Deliverables	Minimum Qualification and Experience	Responsibilities	Marks
		in tourism sector with preferably with exposure of international assignments.		

### 3.5 Evaluation Criteria

	Grading Criteria	Total Marks	Break up of marks	Sub marks
<b>A</b>	<b>Project Team</b>	<b>30</b>		
	Team Leader cum cruise tourism expert		10	<ul style="list-style-type: none"> <li>• Qualification – 4 marks</li> <li>• Experience as Team Leader in at least two cruise tourism projects - 2 marks</li> <li>• Experience in additional projects – 1 mark each subject to a maximum of 2 marks</li> <li>• At least one international assignment – 2 marks</li> </ul>
	Financial expert		5	<ul style="list-style-type: none"> <li>• Qualification – 2 marks</li> <li>• Experience in one tourism related projects – 2 marks</li> <li>• Experience in additional tourism related projects – 1 mark</li> </ul>
	Infrastructure expert/port planning expert		7	<ul style="list-style-type: none"> <li>• Qualification – 2 marks</li> <li>• Experience in at least one cruise tourism related projects – 2 marks</li> <li>• Experience in any tourism related projects – 1 mark per project subject to a maximum of 3 marks</li> </ul>

	Tourism Expert		8	<ul style="list-style-type: none"> <li>•Qualification – 3 marks</li> <li>•Experience in at least one cruise tourism related project – 2 marks</li> <li>•Experience in any tourism related projects – 1 mark per project subject to a maximum of 3 marks</li> </ul>
<b>B</b>	<b>Average Annual Turnover of the firm for the last 3 FYs ( 2019-20, 2020-21 and 2021-22)</b>	15		
	More than Rs.25 crores upto Rs.50 crores		5	
	More than Rs.51 crores upto Rs.75 crores		10	
	More than Rs.75 crores		15	
<b>C</b>	<b>Relevant experience of firm</b>	<b>50</b>		
	Number of completed consultancy projects over the last 10 years ending July 2023 (completion certificate to be submitted)			
	i) Minimum one completed cruise tourism related project with consultancy fee of at least INR 50.00 lakhs		20	
	ii) For every additional project of at least INR 50 Lakhs – 5 marks each subject to a maximum of 2 projects		10	

	iii) For International project – at least one project of at least INR 50 lakhs		15	
	iv) For additional international projects of at least 50 lakhs – 5 mark		5	
<b>D</b>	<b>Approach and Methodology</b>	<b>5</b>		
	i) Approach and Methodology		3	
	ii) Work plan and manning schedule		2	
	<b>Total</b>	<b>100</b>		

**Note :**

1. In case the Team Leader does not have experience in International assignment but if any key personnel in team has international experience, the 2 marks allotted under this head for the team leader will be granted to the Team Leader.
2. The Bidders shall not be blacklisted by any Government Agency in India/ Abroad at the time of Due Date of Submission. The Bidder is required to provide a Certificate in this regard.
3. The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, IPA/Ministry by whatever name called under the Central, the State Government or local self-Government body in India and any Government body abroad.

**3.5.1 CQCCBS** (Combined Quality cum Cost Based Selection) method with weights distributed between technical & financial bid shall be used to evaluate the Consultancy proposals as mentioned under:

1. **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.

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

**Only those Bidders who have secured Technical Score of 75 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 75 for Technical Score shall be rejected**

2. **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).

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

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.

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

### **3.6 Fee Payable**

Fee payable for each milestone is as under:

<b>Description</b>	<b>Fee Payable upon approval of Report</b>
Submission and acceptance of Inception Report	15 %
Submission and acceptance of draft Report	60 %
Submission and acceptance of Final Report	25%

The above timelines is exclusive of the time taken for the approval of documents at each stage

Note:

1. The fee shall fall due within 21 working days of approval of document by IPA.
2. A presentation shall be given after submission of Report at each milestone

#### **A. PENALTY FOR DELAYS:**

If the consultant fails to complete the assignment as per timelines specified above, a penalty @ 0.2% of the remuneration payable per day shall be imposed, subject to the maximum of 10% of the cost of the professional fee. Penalty will be applicable for each milestone. However, in case the loss time is made up in the subsequent milestones by the Consultant firm/ consortia, penalty charged can be proportionately reversed.

In case, the consultant fails to complete the work even after delaying the work beyond one month as per timelines specified, IPA reserves the right to get the remaining work executed at the risk and cost of the consultant. In addition, penal action in the shape of forfeiting of Performance Security shall be taken against the Consultant firm/ consortia.

## **B. COMPLETION OF SERVICES**

All the documents shall be compiled, classified and submitted by the consultant to IPA in hard copies (20 copies) and also in soft form. The documents comprising the Deliverables shall remain the property of IPA and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of IPA. The consultancy services shall stand completed on acceptance by IPA of all the Deliverables as per the ToR.

## **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 Consultant, 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 Consultant shall not be eligible to participate in any tender or RFP issued by the IPA during a period of 3 (three) years from the date such Applicant or Consultant, 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 consultant/ 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. Pre-Bid Meeting**

5.1 Pre-Bid Meeting of the Applicants shall be convened at the designated date, time and place in hybrid mode. The VC link shall be shared in the CPP Portal and IPA website.

5.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the IPA. IPA shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6. 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 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 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 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 IPA or submitted by an Applicant shall remain or become, as the case may be, the property of IPA. IPA will not return any submissions made hereunder. Applicants are required to treat

all such documents and information as strictly confidential.

6.5 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  
1<sup>st</sup> Floor, South Tower  
NBCC Place, Bisham Pitamah Marg  
Lodhi Road, New Delhi 110003

**Sub: Preparation of Project Report for "Promotion of Cruise Tourism through Major Ports in 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 Consultant, 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 Consultant for the aforesaid Project.
3. I/We shall make available to IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of 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 in accordance with Clause 2.3 of the RFP Document;
  - 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, as defined in Clause 4.3 of the RFP document, 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 Section 4 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 consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/ We declare that we are not a Sub-Consultant in any other Proposal applying for Selection as a Consultant 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 relates 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 consultant 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 in Form 4.
16. In the event of my/our firm being selected as the Consultant, 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 consultant, 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 the CPP Portal. 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 Services	Consultancy Services
2)	Title of Project	Preparation of Project report for "Promotion of Cruise Tourism through Major Ports in India"
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  
1<sup>st</sup> Floor, South Tower  
NBCC Place, Bisham Pitamah Marg  
Lodhi Road  
New Delhi 110003

Sub: Preparation of Project report for "Promotion of Cruise Tourism through Major Ports in 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 Consultant, to work as consultant Indian Ports Association, New Delhi, for Preparation of Project report for Promotion of Cruise Tourism through Major Ports in India" 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 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.
- iii. 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**

<b>Assignment Name</b>		<b>Country</b>
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.

## Form 11

Prebid Query Form (in word format)

S. No	Page No/ Clause no	Clause	Query

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

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

Sub: Engagement of consultant for **"Preparation of Project report for Promotion of Cruise Tourism through Major Ports in India"**

Dear Sir,

I/ We, ..... (Applicant's name) herewith enclose the Financial Proposal (Total Milestone based Fixed Payment, inclusive of all expenses and taxes excluding GST) for selection of my/our firm as consultant 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.

### **Appendix III**

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