



Indian Ports Association

Request for Proposal (RFP)

for

Selection of Knowledge Partner for providing consultancy services for the India Maritime Week (IMW) 2025

TENDER NOTICE NO: IPA / knowledge partner / 2025

Dated: 05.05.2025

1st Floor, South Tower, NBCC Place

B.P Marg, Lodhi Road

New Delhi – 110003

Phone: 011-24369061

May 2025

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Disclaimer

This RFP is being issued by the Indian Ports Association (IPA) to the interested and eligible agencies for the Selection of a **“Knowledge Partner for India Maritime Week (IMW), 2025 under IPA”**, on such terms and conditions and for the achievement of objectives of the Project set forth in this RFP or that may subsequently be provided to Bidder(s) whether verbally or in documentary form by or on behalf of IPA or any of its authorized employees or advisors.

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

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

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

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

**Managing Director,
Indian Ports Association**

RFP Notice

Notice Inviting RFP for the selection of “Knowledge Partner” for India Maritime Week (IMW), 2025 under IPA”

Indian Ports Association (IPA) invites Requests for Proposal (RFP) from interested eligible agencies for the selection of “Knowledge Partner for India Maritime Week (IMW), 2025 under IPA”.

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> and <https://eprocure.gov.in/eprocure/app> . Reputed and interested agencies may download the RFP from the above websites.

The details of RFP are as follows:

Name of work	e-RFP for selection of Knowledge Partner for India Maritime Week (IMW), 2025 under IPA
Tender Notice No.	IPA/IT/2025 Dated: 05.05.2025
Cost of Tender Document	Rs. 10,000/- (Rs. Ten Thousand Only) (Non-refundable)
EMD	Rs. 2,00,000/- (Rs. Two Lakhs Only)
Performance Guarantee	5% (Five Percent) of the awarded cost / agreement value
Method of Selection	QCBS 60:40
Contract Period	Contract initially for period up to 31.12.2025 from the date of signing of contract agreement which may be extendable with full / partial team for a further period of one year on the requirement of IPA on mutually agreed basis at the same rates, terms and conditions as decided by IPA, if the services are required by IPA and the performance of the Contractor is found satisfactory by the IPA.
RFP / Tender availability Date	06.06.2025 by 16:00 Hrs.
Last Date of receiving queries	NA
Pre-Bid Meeting Date	NA
Response to Queries	NA
Last date of submission / Proposal Due Date	09.06.2025 by 15:00 hrs.
Opening of Technical Bid	09.06.2025 by 15:30 hrs.

Technical Presentation	To be notified
Opening of Financial Bid	To be notified
Letter of Award	To be intimated to Selected Bidder
Date of Start of Work	To be intimated to Selected Bidder
Validity of Tender	120 days from the due date
Contact Details	<ol style="list-style-type: none"> 1. Prema Kumar Pillai prem.mpt@gmail.com Mobile: 9822388841 2. Amit Kumar Sethi amitsethi.ipa@gmail.com Mobile: 8335056653
Communication Address	The Managing Director, Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003. Tel. No. 0091-011-24369061/63, 24368334, FAX: 011-24365866 Email: ipa@nic.in

**Managing Director,
Indian Ports Association**

1 Introduction

India has one of the largest merchant shipping fleets among the developing countries and is ranked 19th in terms of carrying capacity in dead weight tonnage. India's maritime sector is poised for a significant transformation following the unveiling of a comprehensive roadmap at Global Maritime India Summit, 2023 organised by Ministry of Ports, Shipping & Waterways.

The India Maritime Week (IMW), 2025 is a prestigious international event aimed at enhancing India's position in the global maritime industry and showcasing its commitment to sustainable development and innovation in the sector. To ensure the successful execution of this large-scale event, the Indian Ports Association (IPA) seeks to appoint a knowledge partner to assist IPA for organising the event.

India Maritime Week (IMW) 2025 serves as a week-long series of discussions, workshops, activities emphasizing capacity building, policy alignment, and industry insights. In addition to this the Maritime stakeholders will also have the opportunity to showcase their product and services

This proposal outlines the approach, methodology, and roadmap for selecting a suitable knowledge partner, aligning with the objectives of IMW 2025 ensuring seamless delivery of the work as described in the scope of work:

Key Features of IMW 2025

India Maritime Week (IMW) 2025 is designed to be a dynamic and impactful event aimed at strengthening India's maritime sector. It serves as a platform for capacity building, industry discussions, and knowledge sharing, complementing the larger IMW 2025 for conducting workshops and Training Sessions, Policy Dialogues and Industry Discussions, Thematic Sessions, Technology Innovations showcases, state, regional session, Maritime Excellence awards, Digital Integration and report and publications etc. The International Exhibitions at IMW 2025 will serve as a dynamic platform for stakeholders from across the globe to showcase their products, services, technologies, and innovations in the maritime sector.

Key Features:

1. **Global Participation:** Leading maritime companies, port operators, shipbuilders, technology providers, and logistics firms will set up stalls to display their offerings.
2. **Sector-Specific Pavilions:** Dedicated zones for innovations in port automation, smart shipping, water ways, tourism, green technologies and offshore infrastructure development.
3. **Live Demonstrations:** Exhibitors will conduct live demos of cutting-edge technologies, including AI-driven port operations, autonomous vessels, and sustainable logistics solutions.
4. **B2B Opportunities:** Visitors will have opportunities to engage with exhibitors, fostering business development, knowledge sharing, and partnerships.
5. This exhibition will underline India's readiness to embrace global advancements and encourage international collaboration in the maritime space.
6. **Country Sessions:** The Country Sessions will be a unique feature of IMW 2025, focusing on international collaborations and strengthening bilateral relationships with maritime nations.

Key Highlights:

1. **Showcase of National Strengths:** Participating countries will highlight their expertise, investments, and technologies in the maritime domain.

2. **Policy Exchange and Cooperation:** Sessions will include presentations and discussions on maritime policies, trade strategies, and global best practices.
3. **Investment Forums:** Delegates will explore opportunities for joint ventures, foreign direct investments, and technology transfers.
4. **Delegation Meetings:** High-ranking officials and business leaders from different countries will engage in focused discussions to identify collaboration areas.
5. These sessions will reinforce India's position as a global maritime hub and enable fruitful international partnerships.
 - a. **Thematic Sessions:** The Thematic Sessions will focus on critical and emerging issues in the maritime industry, bringing together thought leaders, policymakers, and industry experts for knowledge-sharing and strategic discussions.
 - b. **State Sessions:** The State Sessions will spotlight the maritime initiatives, policies, and opportunities within India's states and union territories, showcasing their contributions and collaborations to the country's overall maritime development.
 - c. **Maritime Excellence Achievers:** The Maritime Excellence Achievers program at IMW 2025 will recognize outstanding contributions and achievements in the maritime industry through award categories, selection process, success stories etc.

Key Benefits of IMW 2025

- a. Facilitation of global collaborations, Investment Opportunities for domestic and international investors, Government to Government meetings to foster the collaboration between India and other countries. International Collaborations will lead to promote global collaborations, policy discussions, and innovation showcases with latest products and solutions with government officials, industry leaders, and experts and attracting investments to boost India's economy.
- b. The event will include sessions on training and capacity-building initiatives, showcasing successful models and programs.
- c. This focus on human resource development will ensure that the industry has access to a pool of skilled professionals equipped to meet the evolving demands for government officials, industry leaders, and experts. These discussions will address critical issues such as frameworks, policies, and sustainable development goals.
- d. The event will provide unparalleled networking opportunities for delegates, exhibitors, and attendees. Participants will have the chance to connect with industry leaders, potential partners, and clients through dedicated networking sessions, business matchmaking events, and informal gatherings. These interactions will foster new business relationships, partnerships, and collaborations, driving growth and innovation in the maritime sector.
- e. The event will feature cutting-edge innovations and technologies in maritime logistics, port management, and shipping. Exhibitors will showcase their latest products and solutions, including smart ports, green shipping technologies, and automation in logistics. Attendees will have the opportunity to explore these advancements, learn about their applications, and discuss potential implementations with technology providers and experts.
- f. The benefit is to highlight the importance of a skilled workforce in driving the growth and development of the maritime industry. The event will include sessions on training and capacity-building initiatives, showcasing successful models and programs. This focus on human resource development will ensure that the industry has access to a pool of skilled professionals equipped to meet the evolving demands of the maritime sector.

2 Glossary

In this bid document and in the 'Contract', unless the context otherwise requires:

- i) "Authorized representative" means any Officer of IPA authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document for Selection of Knowledge Partner for India Maritime Week (IMW), 2025 under IPA".
- iii) "Bid documents" (including the term 'bid documents' or 'Request for Proposal Documents' in certain contexts) means a document issued by IPA, including any amendment thereto, that sets out the terms and conditions of the given e- tender and includes the invitation to bid.
- iv) "Bidder" (including the term 'tenderer', Contractor, or Knowledge Partner in certain context) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with IPA;
- v) "Bidder registration document" means a document issued by IPA, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e-tender;
- vi) "Competent authority" means the Managing Director or any officer(s) authorized by the Managing Director of Indian Ports Association, New Delhi which is registered in Delhi under the Societies Registration Act, 1860.
- vii) "Contract" (including the terms 'Work Order' under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between Indian Ports Association and the Knowledge Partner/ Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced and instructions issued from time to time by IPA and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- viii) "Contract Period" a period up to 31.12.2025 from the date of signing of contract agreement which may be extendable with full / partial team for a further period of one year on the requirement of IPA on mutually agreed basis at the same rates, terms and conditions as decided by IPA, if the services are required by IPA and the performance of the Contractor is found satisfactory by the IPA.
- ix) "Contract price" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- x) "Contractor / Knowledge Partner" means the person or persons, firm or company whose tender has been accepted by the competent authority and includes contractor's representative, successors and/or permitted assigns for the subject Contract.
- xi) "Day" means a day of 24 hours from midnight to the next midnight irrespective of the number

- of hours worked in that day.
- xii) e-Tender” means conducting of procurement processes by IPA with bidders for the acquisition of works and services using information and communication technology (specially the internet) with the aim of open, non-discriminatory, and efficient procurement through transparent procedures.
 - xiii) “Earnest Money Deposit’(EMD)” means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
 - xiv) “Head of the Department” means Executive Director / Chief Administrative Officer / Head Officer (Procurement) or any other officer assigned such duties by Managing Director of the Indian Ports Association.
 - xv) “Head of the Organization” means Managing Director of the Indian Ports Association.
 - xvi) “Month” means a month according to Christian calendar.
 - xvii) “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by IPA, which informs the potential bidders that it intends to procure services and/or works.;
 - xviii) “Pre-qualification document” means the document including any amendment thereto issued by IPA, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify;
 - xix) “Responsive bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the Bid document. If any requirements specified in the Bid document are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid shall be considered as non-responsive and shall be summarily rejected.
 - xx) “Tender” means the Contractor’s priced offer to IPA for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
 - xxi) “Week” means seven days without regard to the number of hours worked in any day in that week.

3 Instructions to the Bidders

A. General:

- i) Electronic Tenders (Online) are invited by **INDIAN PORTS ASSOCIATION** (IPA) from eligible bidders for selection of “Knowledge Partner” for India Maritime Week (IMW), 2025 under IPA”
- ii) The bid document containing the entire details is available at the E-Tender Portal www.ipa.nic.in or www.eprocure.gov.in for downloading during the period specified in the RFP Notice.
- iii) The Bidders must fulfil the techno-commercial criteria for pre-qualification and other requirements stipulated in **pre-qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Technical Bid / Techno-commercial bid.
- iv) The Contract Agreement will be in force initially up to 31.12.2025 from the date of issue of the Work Order which may be extendable with full / partial team for a further period of one year on the requirement of IPA on mutually agreed basis at the same rates, terms and conditions as decided by IPA, if the services are required by IPA and the performance of the Contractor is found satisfactory by the IPA.

B. 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.

C. Pre Bid Meeting

A pre-bid meeting will be conducted on the date, time and place as specified in **RFP Notice** at Indian Ports Association, New Delhi. Interested bidders can send their queries to the designated e-mail by 13.05.2025 and may participate in the pre- bid meeting. The meeting can be attended physically at IPA office or through Video Conference. The replies to queries will be published on the website, which shall form part and parcel of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given.

D. Registration of Bidders on the Portal

The intending Bidders are required to register in the website <https://eprocure.gov.in/eprocure/app> by clicking “**Online Bidder Enrolment**” option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital Signature Certificate (Class III).

E. Bidder’s Responsibility

- i) The bidder, at the bidder’s own responsibility and risk are encouraged to examine the requirements of IPA and obtain all information that may be necessary for preparing the bid and entering into a contract.
- ii) Applicants must read carefully the minimum conditions of eligibility (the “Pre-qualification criteria”) provided in this document. Proposals of only those Applicants who satisfy the Conditions of Minimum Eligibility will be considered for evaluation.
- iii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood

and satisfied himself regarding the work and all conditions likely to be encountered during the execution of the work thereof.

- iv) Further the Bidder undertakes (if his tender is accepted) that he has to enter into and execute when called upon to do so, a Contract Agreement as provided in the document with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between IPA and the Contractor.
- v) The Bidder shall furnish a certificate of Acceptance on technical and commercial terms and conditions in the enclosed **Form - 10**.
- vi) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, shall furnish a declaration and undertaking as in the enclosed **Form – 6A**. *Please note that such exemptions will be only for the EMD and dose not cover the Bid document/processing fee which is payable.*
- vii) The Bidder shall submit a declaration as provided in the **Form - 10** of the bid document that the Bidder has no litigation or arbitration proceedings against IPA and that the bidder has not been blacklisted or debarred as on the date of submission of bid from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.
- viii) The Applicant should submit a Power of Attorney as per the format at **Form – 4** provided, however, that such Power of Attorney would not be required if the Application is signed by the proprietor of the company.

F. Number of Proposals

No Applicant shall submit more than one Application for the proposed work.

G. Cost of Proposal

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

H. Acknowledgement by Applicant

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 the RFP document;
- d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- 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.

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.

I. Declaration by the Bidder

The bidder, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form - 9**.

J. Transfer of Bid Documents

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

K. History of Litigation

A consistent history of litigation or arbitration awards against the applicant/bidder may result in disqualification.

L. Right to reject any or all Proposals

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. Without prejudice to the generality of the Clause, 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

M. Incomplete Details and Canvassing

IPA does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or prescribed conditions are not fulfilled, such tenders are liable to be rejected. Canvassing in any form by the Bidders shall result in their tender being rejected.

N. Fraud And Corrupt Practices

The Applicant 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.

Without prejudice to the rights of the IPA 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.

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 save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical agency/ adviser of the IPA in relation to any matter concerning the Project;
- b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the IPA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

o. Amendments of RFP

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.

All such amendments will be notified in writing through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the IPA Website and CPP Portal and will be binding on all Applicants.

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 Proposal Due Date.

Addenda/Corrigenda/clarification, if any to the bid documents will be issued by the IPA only in the E-tender portal and IPA's website, prior to the date of opening of the tenders.

P. Clarifications

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

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

Q. 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.

R. Format and Signing of Proposal

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.

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

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

or

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

A copy of the Power of Attorney certified by a notary public in the Form - 4 shall accompany the Proposal.

Applicants should note the Proposal Due Date, as specified in the RFP document, 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 based on documents received by the closing time of Proposal Due Date. 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.

s. Correction / Variation

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same shall be rejected.
- iii) The bidder's proposal is deemed to include, all prices for the **Scope of Work** specified in the RFP bid document and no arithmetical correction or price adjustments are allowed.
- iv) Tender should be complete in all respects for taking a decision immediately on opening of the tender.

t. Conflict of Interest

- i) An Applicant shall not have a conflict of interest that may affect the Selection Process (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.
- ii) IPA requires that the Agency provides professional, objective, and impartial advice and always hold IPA's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would 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.
- iii) 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 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 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 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 goods or services to IPA for this particular assignment, the Agency 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 goods or services for the same project save and except as provided in the RFP document; conversely, a firm hired to provide goods or 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.

An Applicant eventually appointed as contractor for this Project, its Associates, affiliates and the Agencies, shall be disqualified from subsequently providing goods or works or services related to the assignment 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 other assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to works, goods and services performed for IPA in continuation of this assignment or to any subsequent assignment performed for IPA in accordance with the rules of IPA. For the avoidance of doubt, an entity affiliated with the Agency 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 Agency 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 provision 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 Agency shall be deemed to suffer from Conflict of Interest for the purpose hereof.

If the Agency, 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 Agency 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.

u. Signing of the Bid Documents

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure - A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in **Form – 4** of the bid document, before submission of the tender.

v. Bid Submission

- i) Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexures and forms and fill up the same. A scanned copy of such filled up bid document shall be submitted online through the CPP Portal using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents in the form and manner as mentioned in the "**Qualification and Responsiveness Information of Annexure - A**" of the bid document.
- ii) The bid follows e-tender system and bidders are required to submit techno commercial / qualification details in Technical Bid and Price bid separately in Financial Bid electronically. Both

shall be submitted simultaneously.

- iii) Both Part I and Part II bid documents are required to be submitted only through the above mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.
- iv) 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.
- v) The Technical Proposal shall be signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialled by the person or persons signing the Proposal.
- vi) The completed Proposal must be submitted on the CPP Portal before the specified due date. Proposals submitted in any other form shall not be entertained.
- vii) 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.

w. Proposal Due Date

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

IPA may, in its sole discretion, extend the due date by issuing an Addendum uniformly for all Applicants.

x. Late Proposals

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

y. Earnest Money Deposit (EMD)

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs. 2,00,000/- (Rupees Two Lakhs only) through RTGS/NEFT to the account whose details are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Lok Kala Manch, Lodhi Colony, New Delhi- 110003.
B	Name of the branch	Lok Kala Manch Branch.
C	IFSC code	IOBA0001498
D	Account Number	149801000002360
E	Type of Account	Savings Account
F	Contact Details	ipa@nic.in

- i) While submitting their bid, the bidder shall upload the scanned Unique Transaction Reference (UTR) number details or any other electronic transaction details in the **Form - 6** towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected
- i) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned

through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against the Performance Guarantee.

- ii) The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- iii) If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- iv) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- v) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in **Form – 6A**.

z. Performance Security

The Selected bidder shall submit performance security, which shall be 5% of the accepted tender cost/ awarded cost/ agreement value and shall be in form of irrevocable an irreversible bank guarantee/Demand Draft/Insurance surety bonds/Fixed Deposit Receipt. The performance security shall be submitted by the selected bidder within 07 working days from receipt of Letter of Award, pursuant to which the Agreement shall be signed within 15 working days from issuance of letter of award.

The performance security shall remain with IPA for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defects Liability Period (DLP).

On expiry of a period of 60 days beyond the Defects Liability Period, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the performance security (without any interest) provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

The performance security will be forfeited and credited to the IPA's account in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract. 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 Performance 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 as specified in this RFP;
- b) If the Applicant is found to have a Conflict of Interest as specified in this RFP;

The Bank Guarantee shall be submitted as per format provided in **Annexure – C** for performance security.

AA. Expenses incurred by the Bidder

IPA shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

BB. Uploading of Bid Documents

- i) The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost and IPA will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.
- ii) The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E-tender portal or format for Tenders Acceptance letter is attached **Form – 5**.
- iii) In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

CC. Quoting for the Price Bid

- i) The bidder shall quote the rate /price for the assignment as per format specified in “**Part – II Price Bid (Annexure – B 1)**” **only in the CPP Portal. The Technical bid shall not contain and price.**
- ii) Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.
- iii) The Bidder shall quote the rate / prices in figures as well as in words in English. In case of any discrepancy between figures and words, the rates in words shall prevail.

DD. Bid Opening

The **Part I – Technical Bid** containing the techno-commercial documents listed in the **Qualification and Responsiveness Information** in **Annexure - A** and any other documents uploaded by the Bidders will be opened through online on the scheduled date and time as indicated in the NIT

EE. Bid Validity

The Bid Proposal shall be valid for a period of not less than 120 days from the date of Bid opening.

FF. Payments

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

GG. Communication for Information

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

REQUEST FOR PROPOSAL (RFP) for selection of “Knowledge Partner” for India Maritime Week (IMW), 2025 under IPA”

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.
Tel. No. 0091-011-24369061/63, 24368334

4 Selection Process for Knowledge Partner

The selection of knowledge partner will be based on the evaluation framework defined in the document. All bids will primarily be evaluated based on pre-qualification Criteria. Those bidders who meet the Pre-Qualification Criteria will be eligible for next set of evaluations. The Commercial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened in tender process.

4.1 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.

4.2 Technical Proposal

Applicants shall submit the technical proposal in the formats as specified at **Annexure – A**. While submitting the Technical Proposal, the Applicant shall 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;
- d) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

Failure to comply with the requirements spelt out above shall make the Proposal liable to be rejected.

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.

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.

4.3 Financial Proposal

Applicants shall submit the financial proposal in the formats specified at **Annexure – B 1 only in the CPP Portal**, clearly indicating its quote for the assignment in Indian Rupees.

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. 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.

4.4 Pre-Qualification (PQ) Criteria

Pre-Qualification (PQ) criteria for a knowledge partner typically ensure that the vendor possesses the necessary expertise, resources, and experience to undertake the assignment.

S.No.	Basic Criteria	Description	Documents Required
1	Statutory Requirements	<ul style="list-style-type: none"> • The bidder must be an Indian entity registered under applicable laws and has been in existence for more than five years. • The bidder must have a valid GST Number and PAN Card in India. • The bidder must have completed balance sheets for the past three years, and any other financial statements that demonstrate its financial stability and compliance 	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration • Copy of the work orders / completion certificates • Valid GSTIN and copy of GST Registration Certificate • Valid PAN Card • Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor
2	Blacklisting	The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Central / State Government Organization and should not have been blacklisted as on the date of submission of bid.	Undertaking to this effect on company's letter head signed by company's authorized signatory
3	Litigations	The bidder should not have any pending litigation or disputes that could adversely impact the performance of the contract and should disclose pending litigation or disputes against him before any court of law or tribunal or arbitrator or any other institution / organisation.	Undertaking to this effect on company's letter head signed by company's authorized signatory

4	Past performance of the Applicant	A bidder or its Associate should not have been imposed any penalty by an arbitral or judicial authority through a judicial pronouncement or arbitration award.	Undertaking to this effect on company's letter head signed by company's authorized signatory.
5	Technical Capability	<ul style="list-style-type: none"> • The bidder must have successfully executed at least one assignment in any of these financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25), as a knowledge partner in an international / national level summit / event having participation at a level of constitutional dignitaries / top government executives i.e. Hon. President of India / Hon. Vice President of India / Hon. Prime Minister of India / Hon. Governor of any Indian State / Hon. Chief Minister of any Indian State / Hon. Cabinet Minister of Government of India. • The bidder must have successfully executed at least three assignments in any of these financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25), as a knowledge partner in an international / national level summit / event each with a minimum project value of ₹ 50 Lakhs. • The bidder should have a team of at least 100 full-time professionals on its payroll at the time of bid submission. 	<ul style="list-style-type: none"> • Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor • Previous Work Order + Project completion/ Phase Completion or any other evidence document • Certificate from the Head of HR / Director / President of the organization or any other evidence document • Any other evidence document
7	Experience	The bidder must have been operational for at least five years in the consultancy domain. It should demonstrate expertise in undertaking knowledge partner assignments for flagship events / summits of Central / State Governments / PSUs / Autonomous Bodies apart from private sector.	Work order + Completion / Partial Completion Certificate or any other evidence document
8	Financial Capacity	The bidder must have an average annual turnover of ₹ fifty crores or more over any of the three financial years (audited) i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25)	<ul style="list-style-type: none"> • Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor • Audit Reports: Access to recent audited financial statements that demonstrate transparency and financial soundness.

9	Key Personnel	<ul style="list-style-type: none"> • 01 Team Leader having at least 15 years of project management experience with expertise in dealing with global events, investment promotion, dealing with Governments, good access to industry leaders and who has provided service as knowledge partner for major global events. • 01 Team Member having at least 10 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has understanding of working of government departments and maritime industry. • 01 Team Member having at least 8 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has understanding of working of government departments and maritime industry. • 02 Team Members having at least 3 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has good understanding of working of government departments and maritime industry. 	<ul style="list-style-type: none"> • Certificate from the Head of HR / Director / President of the organization that the key personnel is on organisation payroll as on the day of bid submission. • CV's of the Key personnel as described in the RFP to be submitted along with bid which shall be integral part of bid document and evaluation. No changes shall be allowed in the Key Personnel after the bid has been submitted.
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4.5 Technical Evaluation Criteria

The Technical Evaluation Criteria ensures that the selected bidder is not only technically competent but also innovative, experienced, and aligned with the objectives of IMW 2025. These criteria emphasize the ability to handle complex event management requirements and deliver a seamless experience for all stakeholders. IPA shall carry out the evaluation of proposals based on the evaluation criteria defined in this document. If required, IPA may seek specific clarifications from any or all Applicant(s) at this stage. Technical Evaluation for those bidders will be carried out, who qualify the Pre-Qualification Criteria. The technical score of all the bidders would be calculated as per the criteria mentioned below and bidders who score a minimum **50 marks** in the overall Technical Evaluation would be eligible for the next stage, i.e. Financial Bid opening:

S. No.	Details of Criteria	Maximum Score	Scoring Guidelines	Supporting documents
1	Bidder's experience as paid knowledge partner / consultancy firm in an international / national level summit / event having participation at a level of constitutional dignitaries / top government executives i.e. Hon. President of India / Hon. Vice President of India / Hon. Prime Minister of India / Hon. Governor of any Indian State / Hon. Chief Minister of any Indian State / Hon. Cabinet Minister of Government of India in any of these financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25).	25	Up to 01 works – 15 Marks More than 01 and up to 03 works – 20 Marks More than 03 works – 25 Marks	Work order + Completion / Partial Completion Certificate or any other evidence document
2	Track record and bidder's experience as paid knowledge partner / consultancy firm in a global event undertaken either in India or abroad and executed for major investment promotion related activities in India for Central Government / State Government / PSU's / Autonomous Bodies with minimum work order value of Rs. 50 Lakhs in any of these financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25).	25	Up to 03 works – 15 Marks More than 03 and up to 05 works – 20 Marks More than 05 works – 25 Marks	Work order + Completion / Partial Completion Certificate or any other evidence document
3	Domain Expertise of Key personnel as Team Leader	20	Up to 01 Team Leader / Member – 10 marks	Client's certificate or any other evidence document

	<p>/ Team Member of Knowledge Partner in an international / national level summit / event having participation at a level of constitutional dignitaries / top government executives i.e. Hon. President of India / Hon. Vice President of India / Hon. Prime Minister of India / Hon. Governor of any Indian State / Hon. Chief Minister of any Indian State / Hon. Cabinet Minister of Government of India.</p>		<p>More than 01 and up to 03 Team Leader / Members – 15 marks More than 03 Team Leader / Members – 20 marks</p>	
4	<p>Technical PPT on proposed methodology, demonstration, Work plan, approach & methodology for completing the work:</p> <ul style="list-style-type: none"> • Understanding of the project and proposed approach • Vision Plan (theme of the event) • Strategy for investment promotion and execution of MOUs • Ability to leverage national/international contacts at senior levels • Commitment of senior resources • Proven ability to secure overseas participation of top CEOs • Proven ability in ensuring participation of global speakers • Proposed resources (Team leader, 	30	<p>Technical Presentation shall be reviewed by the committee constituted by IPA which shall assign score to each bidder's presentation.</p>	<p>Technical Presentation to be submitted along with bid which shall be presented in IPA. No changes shall be allowed in the PPT after the bid has been submitted.</p>

	Managers, Asst. Managers) • Any other matters showcasing value addition			
Total marks		100		

4.6 Quality-Cost Based Selection (QCBS):

The method of Selection is **Quality Cum Cost Based Selection (QCBS)** with weights distributed between technical & financial bid shall be used to evaluate the proposals as mentioned under:

- Technical Evaluation: 60% weightage
- Financial Evaluation: 40% weightage

1. Technical Bid Score: 60% (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.

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

(Adjusted to two decimal places)

Only those Bidders who have secured Technical Score of 50 or above shall be declared as qualified for evaluation of their 'Financial Bid'. Bidders who have secured less than 50 for Technical Score shall be rejected.

2. Financial Bid Score: 40 % (with full marks to lowest financial bidder and then pro-rata calculations for successive bidders with respect to their financial bids).

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

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

(Adjusted to two decimal places)

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.

$$\text{Total Evaluated Score} = 0.6 Ts + 0.4 Fs$$

The bidder with highest Total Evaluated Score shall be declared as L1 bidder.

5. SCOPE OF WORK

The Knowledge Partner will support IPA for an engagement for IMW 2025 up to 31.12.2025 which may be extendable with full / partial team for a further period of one year on the requirement of IPA on mutually agreed basis at the same rates, terms and conditions as decided by IPA, if the services are required by IPA and the performance of the Contractor is found satisfactory by the IPA.

During this period, the Knowledge Partner will provide services in the following areas

I. Pre-event support:

- a) Gathering market intelligence on global / national market trends in the maritime sector.
- b) Support IPA in engaging with international, national, government, and private stakeholders to identify key sector challenges.
- c) Assess the expansion strategies of industry stakeholders seeking investment and operational growth opportunities in India.
- d) Identify and engage with leading global maritime companies and domestic firms to generate leads and develop a market intelligence based database.
- e) Project Profiling & Investment Opportunities: Develop sector wise project profiles for various states, highlighting maritime linked investment opportunities.
- f) Data Compilation & Market Analysis: Collect and compile key statistics on state wise and port wise potential focusing on maritime trade, logistics, and supply chain integration.
- g) Investor Facilitation: Prepare an Investor's Guide covering key segments of the maritime industry with an investment perspective.
- h) Investment Promotion: Support domestic and international roadshows, reaching out to potential investors to attract investments in India's maritime sectors.
- i) Formulate and execute the Strategy and Plan for attracting investments in GMIS 2025 in accordance with the identified target areas/countries/firms.
- j) Support IPA in Identifying potential investors and coordinate one-on-one meetings with the Hon'ble Minister and senior maritime officials before and during roadshows, seminars, and events.
- k) Support IPA and empanelled partners to shortlist the name of speakers, dignitaries, VIPs for the proposed event including inaugural and valedictory functions and coordinate with the chosen speakers, dignitaries, VIPs to invite them, inform them about the event and get their confirmation and other details.
- l) Prepare draft speeches/ talking points for government dignitaries, including the Hon'ble President, Hon'ble Prime Minister, Hon'ble Ministers, and senior officials.
- m) Prepare the PPT's, Minutes of Meetings, Discussion Notes and other relevant documents as per directions of IPA/Ministry.
- n) Prepare and review content for digital media marketing.
- o) Support IPA and empanelled Partner to develop minute-to-minute event agenda for the said event in consultation with the concerned authority.
- p) Support IPA and empanelled Partner to develop the structure of seminars, technical sessions and business discussions for the event.
- q) Prepare session background notes for the proposed seminars.
- r) Assist IPA in updating and smooth running of the IMW website
- s) Prepare draft communication (emails, letters) for invitees, prospective investors.

- t) Perform any other operation/coordination related issue regarding IMW 2025 as per the instructions of IPA.
- u) Develop country-specific, sector-specific, and state-specific presentations for national and international roadshows.
- v) Participate in road shows/seminars and make presentation on behalf of the Government and to invite the leading industry partners to this event.

II. Outreach

Support IPA in empanelment, deliverable design, tasking and performance monitoring of specialised agencies for the following external outreach activities:

- a) Tailored outreach to international, national, government and private stakeholders.
- b) Connect and leverage country desks, national and international agencies and collaborate with Foreign Consulates, High Commissions and Embassies, Chambers of Commerce and Business Councils to invite overseas participants, for meetings to discuss opportunities to attract investments.
- c) The Knowledge Partner would help in preparation of list of invitees and draft communication, follow-ups, scheduling meeting slots, documenting minutes of meetings and action points.
- d) Identify and liaise with potential Investors for participation, conclude MoU and Trade agreements.

III. During Event Support:

- a) Facilitate and coordinate signing of MoUs between various investors/stakeholders and Ministry / IPA / Other Organizations during the event.
- b) Coordinate and organize One-to-One meetings for Hon'ble Minister/key officials of MoPSW and other officials as directed by IPA with potential investors during the event.
- c) Support in managing a separate information desk set up for the Investors at the event
- d) Provide strategic direction and support to IPA and other Partners for organizing B2B, B2G, G2G meetings, seminars, country and state sessions, etc. by suggesting candidates, matchmaking and documentation of minutes and action points.
- e) Build up on all activities being done in pre-events stage to lead to their logical conclusion during the event.

IV. Post Event Support:

- a) Prepare Event Report- summary of the preparation, the various activities of the event and the accomplishments of the event.
- b) Prepare letters of gratitude to different participants on behalf of IPA.
- c) Provide minutes and action points of all the interactions including B2B, B2C and others, as and when they are engaged in.
- d) Follow up on MoUs signed during the event and on investment intentions expressed during the event.

V. Key Deliverables:

- a) To make efforts towards signing of MoU's for investments worth more than Rs. 10 Lakh Crores in Indian Maritime Sector under the umbrella of IMW 2025.

- b) To do detailed planning for organisation of more than 10 co-located events under the umbrella of IMW 2025.
- c) To strive for participation of partners / exhibitors / delegates / speakers from more than 100 countries in IMW 2025.
- d) To strive for participation of partners / exhibitors / delegates / speakers from more than 50 Central Government's Ministries/ Departments/ PSU's/ Autonomous Bodies / Institutions in IMW 2025.
- e) To strive for participation of partners / exhibitors / delegates / speakers from more than 25 State Government's Ministries/ Departments/ PSU's/ Autonomous Bodies / Institutions in IMW 2025.
- f) To strive for participation of partners / exhibitors / delegates / speakers from more than 100 Private Sector's Companies/ Organisations / Institutions in IMW 2025.
- g) To reach out to and make efforts for participation of more than 100 Heads of Organisations under Global CEO's Forum, IMW 2025.
- h) To plan and execute global level conference sessions covering various maritime and related themes involving more than 100 international / national level reputed experts and speakers under IMW 2025.
- i) To devise strategy for participation of more than 500 industries / organisations / stakeholders / associations as Exhibitors in IMW 2025.
- j) To devise strategy for participation of more than 25,000 Delegates in IMW 2025.

VI. Man Power Support & Team Deployment:

The team shall be deployed in such a manner so as to leverage the combined strength of the knowledge partner to achieve the objectives of the event and ensure the deliverables. The knowledge partner shall provide man power support and deploy the team of Key Personnel as prescribed in RFP in the following manner:

S. No.	Description / Designation	Number	Experience	Duration of Deployment	Deployment days in a month	Place of Deployment
1	Team Leader	01	Team Leader having at least 15 years of project management experience with expertise in dealing with global events, investment promotion, dealing with Governments, good access to industry leaders and who has provided service as knowledge partner for major global events.	From 01.06.25 to 31.12.25 or With in 07 days of date of issue of work order and up to 31.12.25 whichever is later.	Full Month	IPA / Ministry
2	Senior Manager	01	Team Member having at least 10 years of	From 01.06.25 to 31.12.25	Full Month	Ministry

			experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has understanding of working of government departments and maritime industry.	or With in 07 days of date of issue of work order and up to 31.12.25 whichever is later.		
3	Manager	01	Team Member having at least 08 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has understanding of working of government departments and maritime industry.	From 01.06.25 to 31.12.25 or With in 07 days of date of issue of work order and up to 31.12.25 whichever is later.	Full Month	IPA
4	Assistant Manager	02	Team Members having at least 3 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has good understanding of working of government departments and maritime industry.	From 01.06.25 to 31.12.25 or With in 07 days of date of issue of work order and up to 31.12.25 whichever is later.	Full Month	01 at Ministry and 01 at IPA
Total		05				

6. General Conditions of Contract

The Contractor is the successful bidder in the subject E-Tender published by IPA for selection of “Knowledge Partner” for India Maritime Week (IMW), 2025 under IPA and being the successful bidder has agreed to the terms and conditions specified in the bid document for completing the above-mentioned work more specifically detailed as per Scope of Work in the bid document. These General terms and conditions of this Contract shall also form part of this tender.

a. Consideration

The price to be paid by IPA to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the tender.

b. Period of Contract

The Contract is valid for a period up to 31.12.2025 from the date of signing of contract agreement which may be extendable with full / partial team for a further period of one year on the requirement of IPA on mutually agreed basis at the same rates, terms and conditions as decided by IPA, if the services are required by IPA and the performance of the Contractor is found satisfactory by the IPA.

c. Non-performance of Contract/ Breach of Contract

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the IPA will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the IPA, the IPA reserves the right to terminate the contract. In such event, the Performance Security will be forfeited, for the loss or damages suffered by the IPA due to the breach of the Contract committed by the Contractor.

d. Malpractice or furnishing of false information

In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the IPA shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the IPA reserves right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the IPA. In addition to the above, the IPA may also black list or suspend or debar the Contractor from participating in future tenders, as the IPA thinks deem fit.

e. Termination of Contract

i) Consequent to the failure of the contractor to comply with the notice issued for non-performance/ breach of contract, IPA will issue a notice giving the contractor seven (7) days’ time asking him to show cause as to why the contract should not be terminated.

ii) If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, IPA will terminate the contract with immediate effect.

f. Discontinuance by the Contractor

If the contractor is not in a position to continue the contract, the Contractor should give a notice of 60 (sixty) days in writing, prior to the proposed date of discontinuance of the contract to the IPA. In such case, the Performance Security shall be forfeited.

g. Foreclosure of the Contract by IPA

The Contract may be foreclosed by the IPA by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit will be refunded to the Contractor.

h. Change in Constitution

The Contractor / Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the IPA, during the existence of the Contract.

i. Insolvency / Bankruptcy / Winding up, etc.,

The IPA shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick organization applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

j. Liquidated damages (LD)

If the Contractor fails to comply with the timelines for the assignment in relation to the tender, the contractor shall pay a sum equivalent to 0.5% of the value of the Contract Price for every week or part thereof subject to a maximum of 10% of the total value of Contract Price as liquidated damages, as the case may be, until fulfilling the obligations thereon. In case IPA is compelled to comply with the said failure of the contractor, the cost so incurred by IPA shall be deducted from the Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

k. Penalty

The assignment shall be undertaken as per the scope of work defined in this RFP document. If the development does not take place as per the scope of work or is of inferior quality not acceptable to

IPA then a penalty equivalent to the double value of such omission / reduction in the scope of work or quality shall be imposed on Contractor subject to a maximum of 10% of the total value of Contract Price. In case IPA decides to develop the product for such scope of work or improve the quality of the product, any such additional cost incurred on it above the contract price shall be at the risk and cost of the contractor and shall be recovered from the Performance Security or any amount due or become due to be payable to the Contractor.

I. Confidentiality

The Contractor shall keep confidential, all the data and other information of the IPA shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

m. Damage to IPA

The Contractor shall be responsible for making good to the satisfaction of the IPA, any loss or damage caused to IPA if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor or his agents/ representatives. The contractor shall make good the loss as assessed by the IPA.

n. Indemnification

The Contractor shall defend, indemnify and keep indemnified and hold the IPA, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents or the person provided for the purpose of this Contract or non-fulfilment / non-adherence / non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

o. Changes in terms of a concluded Contract

No variation in the terms of a concluded contract can be made without the consent of both the parties.

p. Dispute Resolution

i) In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably.

ii) Any claim, dispute or difference relating to or arising out of this contract /tender shall be settled amicably between the parties as per the guidelines issued by Ministry of Finance vide OM No. F 11212024-PDD Dated 03.06.2024, as amended/superseded from time to time.

iii) The contract shall be subject exclusively to the laws of India. Subject to the clause, the Courts at New Delhi shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever

nature between the parties arising out of, in relation to, or in connection with the contract. Any court case pertaining to this contract / tender shall lie within the jurisdiction of the court where the headquarters of IPA is situated.

q. Doubt and clarifications

In case of any doubts on the terms and condition of the tender, the same may be referred to the Managing Director, Indian Ports Association, New Delhi in writing for clarification, whose interpretation shall be final and binding.

r. Notice

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person declared as his authorised representative in **Form – 5**, if given or left in writing at the address or sent through E-mail ID given in response to the bid document declared in the **Form - 2**. Responsibility to notify any change in address and/or email- id, entirely lies with the Contractor.

s. Joint Venture

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

t. Sub-contracting

The Contractor can assign, transfer, pledge or sub-contract all or part of the performance or services awarded by the IPA to any other party with written consent of IPA for the purpose of better execution of contract.

u. Applicable Law and Jurisdiction

The contract shall be governed by and constructed according to the laws in force in India. The Contractor shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of this contract and the courts at New Delhi shall have the sole jurisdiction to hear and decide such actions and proceedings.

v. Adoption

The Contract shall be governed by the provisions or amendments or clarifications issued by Indian Ports Association and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the IPA from time to time.

7. Special Conditions of Contract

The Contractor being the successful bidder has agreed to these Special conditions of the contract as specified in the bid document for completing the work specifically detailed as per Scope of Work in the bid document. These Special conditions of the Contract shall also form part of this tender.

a. Ownership

The ownership and Intellectual Property rights for all the documents and data generated shall lie with Indian Ports Association (IPA) including any pre and post event reports, PPT's, minutes, discussion notes, data sets, data analysis or any other relevant document/data.

b. Number of Resources

The minimum number of resources to be deployed during the assignment period i.e. up to 31.12.2025 shall be five (05). However, Indian Ports Association (IPA) may ask the Knowledge Partner to increase the number of resources for the better execution of the event at same rates, terms and conditions of work order and agreement and it shall be obligatory on part of Knowledge Partner to provide such additional resources on immediate notice to IPA. Similarly, IPA reserves the right to increase / decrease the number of resources during the extension period of assignment at same rates, terms and conditions of work order and agreement.

c. Payment Schedule

The payments to the contractor shall be made by Indian Ports Association (IPA) on a monthly basis for the resources to be deployed by the contractor. Details of payment schedule and other conditions have been explained in the format provided at Annexure B1.

d. Performance Incentive

The contractor shall be incentivised for the exceptional performance to the satisfaction of Indian Ports Association (IPA) as per following schedule:

S.No.	Details of Performance Indicator	Performance Incentive
1	Signing of MoU's for investments worth more than Rs. 10 Lakh Crores in Indian Maritime Sector	Rs. 10 Lakhs
2	Participation of partners / exhibitors / delegates / speakers from more than 100 countries	Rs. 05 Lakhs
3	Participation of more than 100 Heads of Organisations under Global CEO's Forum	Rs. 05 Lakhs
4	Participation of more than 500 industries / organisations / stakeholders / associations as Exhibitors	Rs. 05 Lakhs
Total		Rs. 25 Lakhs

e. Miscellaneous

- i) The IPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) call the contractor physically or through VC in order to receive updates, clarification or further information related to project;
 - b) retain any information and/or evidence submitted to the IPA by, on behalf of and/or in relation to the project;
 - c) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of the contractor.
- ii) The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the IPA, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

Annexures and Forms

**Qualification and Responsiveness Information
(List of Documents to be enclosed)**

The bidders shall upload necessary documents to determine their qualification and responsiveness of Technical Bid by using their user-id and password in the E-tender portal on or before the last date of submission of tender as mentioned in the RFP Notice. All documents mentioned in the check list of **Annexure – A** shall be uploaded with the proposal. If some document is not applicable for any bidder, then that document shall be strike through as **“Not Applicable”** and then uploaded with other documents. If any bidder wants to attach any supplementary document / information other than that is mentioned in **Annexure – A**, the same may be uploaded in the last after uploading all documents as per checklist. All bidders shall upload the following documents and other necessary information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder:

S. No.	Documents detail	Document Reference	Uploaded Page Ref No.
1	Bidder’s Bid cover letter	Form -1	
2	Particulars of the Bidder	Form -2	
3	Statement of Legal Capacity	Form -3	
4	Power of Attorney	Form -4	
5	Declaration of Authorised Representative	Form -5	
6	Transaction details for remittance of Earnest Money Deposit (EMD)	Form -6	
7	Declaration & Undertaking by the Bidder claiming exemption from EMD payment based on any Central/State Government certification	Form -6A	
8	Financial Capability of the Bidder	Form -7	
9	Past Experience of the Bidder	Form -8	
10	Experience / Completion / Performance Certificate	Form -8A	
11	Details of TDS certificate	Form -8B	
12	Declaration by the Bidder	Form -9	
13	Tender Acceptance and Declaration on Litigation & Blacklisting	Form -10	
14	Bank Mandate Form	Form -11	
15	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business		
16	Copy of GST registration certificate		
17	Copy of PAN Card		

18	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)		
	1. Starting page no.		
	2. Ending page no.		
	3. Total number of pages		

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:

Date:

Signature and seal of the Authorized Representative of Bidder

Bidder's Bid Cover Letter

(To be provided on the bidder's company letter head with signature and seal)

(Date and Reference)

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person to whom all references shall be made regarding this tender:
4. Description and address of the person to whom all references shall be made regarding this tender:
5. Telephone :
6. Mobile :
7. E-Mail :

To,

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

Sub: Proposal for Knowledge Partner for India Maritime Week (IMW), 2025 under IPA

Dear Sir,

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

Further That,

1. I/We acknowledge that the IPA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of selection as the Agency for the aforesaid Project.
3. I/We shall make available to the IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the IPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We hereby give our consent to the IPA or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the IPA to verify statements and information provided in this application or regarding our competence and standing.
6. 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.

7. 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 the provisions mentioned in 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 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 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.
8. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with provisions of the RFP document.
9. I/ We declare that we are not a Sub-Agency in any other Proposal applying for Selection as a Agency under this RFP.
10. 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 Publication Services for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. 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.
12. 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.
13. 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.
14. 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 Publication Services for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/ We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in **Form - 4**.
17. In the event of my/our firm being selected as the Agency, I/ we agree to enter into an Agreement with IPA. We agree not to seek any changes in the form and agree to abide by the same.
18. In the event of my/ our firm being selected as the agency, I/ we agree and undertake to provide the services of the Team Leader in accordance with the provisions of the RFP and that the Team

Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

19. 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 Publication Services.
 20. 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.
 21. 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)

Particulars of the Bidder

(To be provided on the bidder's company letter head with signature and seal)

S.No.	Particulars	Details
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:	
<p>(Signature, name and designation of the authorized signatory) For and on behalf of </p>		

Statement of Legal Capacity

(To be provided on the bidder's company letter head with signature and seal)

(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: Proposal for Knowledge Partner for India Maritime Week (IMW), 2025 under IPA

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 authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection, as the Agency, to work as agency Indian Ports Association, New Delhi, for an IPA Publication " including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to IPA, representing us in all matters before IPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IPA in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with IPA.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ,2025

For

(Signature, name, designation and address)

Witnesses:

- 1
- 2

Notarized Accepted

.....

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

Note:

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

Declaration of Authorised Representative

(To be provided in Rs.100 /- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We..... (Name) being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated. (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorized Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorized Signatory

Name:.....

Description:

Place:

Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual Authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per the bid document as follows:

S. No.	Unique Transaction Reference (UTR) No.	Date of transfer	Amount (in INR)	Uploaded page No. reference
1				

(Signature, name and designation of the authorized signatory)

For and on behalf of

**Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD based on any
Central/State Government certification**

(To be provided on the bidder's company letter head with signature and seal)

Date:

S.No.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Start-up & MSE, then please tick mark both)	<input type="radio"/> Micro <input type="radio"/> Small Scale <input type="radio"/> Medium <input type="radio"/> Startup Company <input type="radio"/> Others
3	Attach the copy of the certificate	0

Note:

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit.

Declaration:

We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

(Signature, name and designation of the authorized signatory)

For and on behalf of

(With Company Seal & Signature)

Financial Capability of the Bidder

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet/Chartered Accountant’s Certificate with UDI No. for the last four financial years shall be given as under

S.No.	Financial year	Total Turnover (in INR)	Uploaded page no. reference
01	Year 2021-22	Rs.....	
02	Year 2022-23	Rs.....	
03	Year 2023-24	Rs.....	
04	Year 2024-25	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:

Name

Date:

Designation

Business Address:

.....

Seal

Past Experience of the Bidder

The Bidder's experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with the Bid document as on (date):

Details of Similar Past Experience

S. No.	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	Completion			
1								
2								
3								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form IV (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form IV (B), only then the experience will be considered.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:

Name

Date:

Designation

.....

Business Address:

.....

Seal

Experience / Completion / Performance Certificate

(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)

This is to certify that M/s ----- awarded the contract ----- and executed in this organization as per the details furnished below:

1. Name of the work :
2. Work order number/ agreement number and date :
3. Date of commencement of execution of Contract :
4. Date of completion of Contract :
5. Date of extension, if any :
6. Value of the Work :
7. Scope of Work:
8. Executed value :
9. Period of contract :
10. Performance of the Contractor : Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place: Name

Date: Designation

Organization with Address.....

..... Seal

Note:

- (i) Furnishing the information in the format is preferable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form.

Details of TDS Certificate

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

S.No.	Name of work	Value of work executed (In Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:

Name

Date:

Designation

Business Address:

.....

Seal

Declaration by the Bidder

(To be provided in Rs.100 /- non-judicial stamp paper)

To

The Head of the Organization.

I/We M/s. represented by its Proprietor / Managing Partner /Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated....., and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have NOT been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We do hereby declare that we have not been imposed any penalty by an arbitral or judicial authority through a judicial pronouncement or arbitration award.
4. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
5. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Indian Ports Association to take further action in to the matter.

Witness's Signature

Name:

Address:

Tel. /Mobile No:

Date:

Bidder's Signature

Name:

Address:

Tel./Mobile No:

Date:

Tender Acceptance and Declaration on Litigation & Blacklisting
(To be provided on the bidder's company letter head with signature and seal)

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

Sub: Proposal for Knowledge Partner for India Maritime Week (IMW), 2025 under IPA

Sir,

WE DECLARE THAT:

1. I/We have not been involved in any litigation as on the date of submission of the bid that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the IPA as on the date of submission of the bid, the parties concerned and disputed amount is as given below:
 - i) _____
 - ii) _____
3. I/We am / are not blacklisted or debarred as on the date of submission of bid from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs /Nationalized Banks / Public Limited or Private Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: as per your advertisement, given in the above mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.
6. The corrigendum(s) issued from time to time by Indian Ports Association for the above subject work has also been taken into consideration, while submitting this acceptance letter.
7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.

8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then Indian Ports Association shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

2) Name & Address

Bank Mandate Form
(Bank account details of the bidder)

1. Name of the company:
2. Status:
3. Bank Name, Address & Branch:
4. IFSC Code:
5. MICR Code:
6. Account No.:
7. Branch Code:
8. Name of the Authorized Person:
9. Signature of the Authorized person as per Bank:
10. E-Mail ID of Authorized Person:
11. Contact No. Landline/Mobile:

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with Date

Prebid Query Form (in word format)

S.No.	Page No/ Clause No.	Clause	Query
1			

(Signature, name and designation of the authorized signatory)

For and on behalf of

Financial Proposal

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

Sub: Proposal for Knowledge Partner for India Maritime Week (IMW), 2025 under IPA

Sir,

I/ We, (Applicant's name) herewith upload the Financial bid in the CPP Portal which is inclusive of all expenses and taxes excluding GST for selection of my/our firm as "Knowledge Partner" for India Maritime Week (IMW), 2025 under 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 amount payable to the Contractor in accordance with the Financial bid, shall cover all the costs including all taxes and duties except GST. No additional charges in respect thereof shall be due or payable. The amount shall be limited to the amounts indicated in the financial quote and no escalation on any account will be payable on the above amounts.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
3. There will be no hard copy submission and the price bid shall be uploaded only in the CPP Portal

Format of Price Bid

(To be submitted on the CPP Portal only)

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: Indina Ports Association

Name of Work: Selection of Knowledge Partner for providing consultancy services for the Indian Maritime Week (IMW) 2025

Contract No: 011-24369061

Name of the Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Key Personnel					
1.01	Team Leader	1,000	Nos		0.00	INR Zero Only
1.02	Senior Manager	1,000	Nos		0.00	INR Zero Only
1.03	Manager	1,000	Nos		0.00	INR Zero Only
1.04	Assistant Manager	2,000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

Notes

- For consideration of their bids, bidders shall have to quote for all the above Resource categories.
- For any of the resource categories, bids quoting zero, abnormally high or low rates as compared to the generally prevalent rates in the Consultancy industry shall be rejected and EMD shall be forfeited.
- The rates quoted should be as per industry standards
- Payments for each resource will be made based on actual days worked and will be calculated as follows;

$$(\text{Quoted man-month rate} \div 22) \times \text{actual number of days worked}$$

- This is only a format and no price is to be quoted here and made part of the Technical bid. In case the Technical Bid contains any prices, the bid will be rejected outright. Prices are to be quoted only in the CPP Portal.

**Form of Bank Guarantee
(For Performance Security)**

1. In consideration Head of Indian Ports Association (hereinafter called as "IPA") represented by its Managing Director having agreed to exempt M/s _____ (hereinafter called "Contractor") from the demand, under the Term and conditions of contract awarded with number----- made between IPA and the Contractor for selection of "Knowledge Partner" for India Maritime Week (IMW), 2025 under IPA (hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees only).
2. We ,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the IPA an amount not exceeding Rs...../-(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the IPA by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the IPA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IPA by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.
4. We undertake to pay to the IPA any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
6. This Bank Guarantee shall be valid upto..... ("Period"). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IPA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the IPA certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided

further that the Bank shall at the request of the IPA but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the IPA may require.

7. We, the Bank further agree the IPA, that the IPA shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IPA against the said Contractor(s) or for any forbearance, act or omission on the part of the IPA or any indulgence by the IPA to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the IPA in writing.

Dated the day of month of 20..... at

Name & Seal of the Bank with Date

Contract Agreement Form

(To be entered in Rs. 100/- non-judicial stamp paper)

This AGREEMENT is made on this day ofMonth of Two Thousand (, 24) between Indian Ports Association, an apex body of Major Ports constituted in 1966 under Societies Registration Act, represented by its Management Director having its office at 1st Floor, South Tower, NBCC, Bhisham Pitamah Marg, Lodhi Road, New Delhi 110 003(herein after referred to as the Association which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

and

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its (Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS Indian Ports Association, New Delhi is desirous of the work comprising selection of Knowledge Partner for India Maritime Week (IMW), 2025 under IPA

WHEREAS the Contractor has offered to execute and complete such works and whereas IPA has accepted the tender of the Contractor and

WHEREAS the Contractor has furnished a sum of Rs/- (Rupees..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Performance Security as stipulated in the bid document, at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to. The following documents shall be deemed to form and be read and construed as part of this Agreement:

1. Disclaimer
2. RFP Notice
3. Introduction
4. Glossary
5. Instructions to Bidders
6. Selection Criteria for MSP
7. Scope of Work
8. General Conditions of Contract
9. Special Conditions of Contract
10. Annexures and Forms
11. Any Corrigenda / Addenda / Clarifications issued by IPA

- 12. Any response to Pre-Bid Queries issued by IPA
- 13. Price Bid
- 14. Work Order No.....
- 15. Any correspondences and documents that are touching the RFP/Contract.

The Contractor hereby covenants with IPA to develop the product in conformity and in all respects with the provisions of this Agreement.

IPA hereby covenants to pay the Contractor in consideration of such services for the "Contract Price" at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The seal of the Head of Indian Ports Association was here into affixed and

The thereof, has set his Hand in the presence of

Indian Ports Association

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address	2) Name & Address
.....
.....

INDIAN PORTS ASSOCIATION
(Procurement & Consultancy Vertical)

Pre-Bid Clarification - RFP on “Selection of Knowledge Partner for providing consultancy services for the India Maritime Week (IMW), 2025 under IPA.

TENDER NO: IPA / knowledge partner / 2025 Dated: 05.05.2025

Sl. No.	Clause No. & Page No.	IPA Clause (if any)	Query	Clarification
1.	Clause 4.6 Page no.: 28	<p>The method of Selection is Quality Cum Cost Based Selection (QCBS) with weights distributed between technical & financial bid shall be used to evaluate the proposals as mentioned under:</p> <ul style="list-style-type: none"> • Technical Evaluation: 60% weightage • Financial Evaluation: 40% weightage 	<p>QUERY 1</p> <p>This is a critical RFP for IPA. Selected consultant must have deep technical expertise, thorough understanding of the sector and expertise of undertaking similar works in India and globally. Accordingly, higher weightage should be given to the technical score. IPA is requested that QCBS be changed to the following to allow top-quality consultants to compete.</p> <ul style="list-style-type: none"> • Technical Bid Score: 80% • Financial Bid Score: 20% <p>Few precedence of 80:20 QCBS criteria for Govt/PSU RFPs for reference are specified below:</p> <p>a) Maritime India Vision RFP issued by Ministry of Shipping in 2020</p> <p>b) Selection of High-Level Consultant for Strategy and Program Management Support for Ministry of Tourism during India’s G-20 Presidency issued by Ministry of Tourism in 2023</p>	Tender Condition prevails

c) Project Management Consultants for Implementation of Recommendations of Project Studies issued by Ministry of Roads, Transport & Highways in 2020
d) Department of Commerce reorganization and export promotion support (\$2 Tn) issued by Ministry of Commerce & Industry in 2021

QUERY 2

We request the Authority to kindly consider QCBS on 80:20 to enable more preference to quality since this is Pan-India level event.
“.....The method of Selection is Quality Cum Cost Based Selection (QCBS) with weights distributed between technical & financial bid shall be used to evaluate the proposals as mentioned under:

- Technical Evaluation: 80% weightage
- Financial Evaluation: 20% weightage.....

QUERY 3

It is requested to change the evaluation criteria from the current 60:40 (technical: financial) ratio to a 70:30 distribution. This adjustment would place greater emphasis on the technical quality of proposals, thereby encouraging a more quality-

			focused selection process. A 70:30 ratio would help ensure that the selected bid aligns with the strategic importance and complexity of the event, rather than favoring lower-cost submissions at the expense of quality.	
2.	Section 5 – Scope of Work, Point I(n)/ Page 29	Prepare and review content for digital media marketing.	It is requested to clarify whether digital media marketing will be managed by the IPA or its empanelled agency, or if these responsibilities are expected to be undertaken by the Knowledge Partner.	The clause is clear. The successful bidder is expected to only prepare and review content for digital media marketing.
3.	Section 5 – Scope of Work, Point V(a)/ Page 30	To make efforts towards signing of MoU’s for investments worth more than Rs. 10 Lakh Crores in Indian Maritime Sector under the umbrella of IMW 2025.	The target of ₹10 lakh crore in Memorandums of Understanding (MoUs) appears highly ambitious. Setting overly aggressive targets may inadvertently create undue pressure and increase the risk of inaccurate reporting. It is therefore suggested to adopt a more balanced approach by stating: “Make best efforts to facilitate MoUs targeting significant investment volumes,” which encourages proactive engagement while maintaining realism.	Tender condition prevails
4.	Section 7 – Special Conditions, Clause (d)/ Page 37	Performance Incentive The contractor shall be incentivised for the exceptional performance to the satisfaction of Indian Ports Association (IPA)	The current cap of ₹25 lakhs on performance incentives may not adequately reflect the scale and complexity of the efforts involved. It is requested to consider a scalable incentive structure that aligns more closely with actual outcomes, thereby promoting fairness and encouraging higher performance.	Tender condition prevails
5.	Clause 4.4 (5) (7) & 4.5 (1) (2) Forms 8, 8A & 8B Page no.: 24, 26, 52, 53 & 54	Work Order + Completion/ Partial Completion Certificate or any other evidence document Form - 8: Past Experience of the Bidder Form - 8A: Experience / Completion /	We have signed confidentiality agreements with our clients that limit our ability to disclose their names & the work orders/ completion certificates. We shall be happy to disclose the same where we are legally permitted to; however, we request you to accept the self-certificate by MD instead of the work orders/	IPA will require documentary evidence that the bidder has undertaken the assignment. This documentary evidence can be in the form of work order + completion certificate or any other documentary evidence which conclusively demonstrates this. We can accept CA’s certificate with 26AS for this purpose.

		Performance Certificate Form - 8B: Details of TDS Certificate	completion certificates, with a description of client, without explicitly disclosing their names, the nature of services we performed for them, the duration of the project and the contract value. We can additionally submit CA certificate to ensure authenticity of information over and above MD self-certificate. Please also note that this is a norm in many recent RFPs for central/ state Governments like a) Strategy Consultant for Telecom Technology Development Fund issued by Department of Telecommunications in 2024 b) Maritime India Vision RFP by Ministry of Shipping in 2020 c) Accelerating Investment in India RFP by Invest India in 2019	
6.	Page 53 Form – 8A Experience / Completion / Performance Certificate	Form – 8A Experience / Completion / Performance Certificate	We understand that certificates in any other manner as issued by the specific authority would be considered, since every client follows a different format.	The certificate shall substantially contain all the key aspects indicated in form 8A.
7.	Page 14 R. Format and Signing of Proposal	A copy of the Power of Attorney certified by a notary public in the Form - 4 shall accompany the Proposal.	Request to please allow submission of Board Resolution in favour of the Authorized Signatory instead of Power of Attorney to enable faster documentation.	This is agreed
8.	Section 3 – Instructions to the Bidders (T)/ Page 15	Conflict of Interest	It is proposed to curtail the requirements under the conflict-of-interest clause to the engagement team only and ‘Affiliates/Associates/Members’ to ‘Affiliates/Associates/Members in India’ only.	Tender Conditions prevail
9.	Section 3 – Instructions to the Bidders (Z)/ Page 19	Performance Security: The performance security shall be submitted by the selected bidder within 07 working days from	It is requested to allow time period of at least 15 working days to submit the performance Security, as the process require certain internal approval and coordination with the Banking Partner	This is agreed

		receipt of Letter of Award, pursuant to which the Agreement shall be signed within 15 working days from issuance of letter of award.		
10.	Clause 4.5 (1) Page no.: 26	Bidder's experience as paid knowledge partner / consultancy firm in an international/ national level summit/ event having participation at a level of constitutional dignitaries/ top government executives i.e. Hon. President of India / Hon. Vice President of India / Hon. Prime Minister of India / Hon. Governor of any Indian State / Hon. Chief Minister of any Indian State / Hon. Cabinet Minister of Government of India in any of these financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25).	We understand that the firm's experience as a paid knowledge partner for any global event conducted outside India will also be taken into account for evaluation and scoring purposes. Kindly confirm.	Yes. Experience outside India can be considered
11.	Section 4.4 Pre-Qualification (PQ) Criteria (9)/ Page 25	Key Personnel • 01 Team Leader having at least 15 years of project management experience with expertise in dealing with global events, investment promotion, dealing with Governments, good access to industry leaders and who has	It is respectfully proposed that experience as a team member in knowledge partner roles for global or government flagship events, investment promotion initiatives, and similar domains be considered as relevant. Such experience demonstrates a strong understanding of government operations and strategic sectors, which can be effectively applied to the maritime industry also. The core competencies required for the role—such as	This is agreed

	<p>provided service as knowledge partner for major global events.</p> <ul style="list-style-type: none"> • 01 Team Member having at least 10 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has understanding of working of government departments and maritime industry. • 01 Team Member having at least 8 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has understanding of working of government departments and maritime industry. • 02 Team Members having at least 3 years of experience in relevant domain such as knowledge partner team member in global / government flagship events, investment promotion etc. and who has good understanding of working of government departments and maritime industry 	<p>strategic planning, stakeholder engagement, policy understanding, and coordination with government departments—are not exclusive to the maritime sector. Professionals with a background in high-level knowledge partnerships and investment promotion for global or government-led initiatives possess a deep understanding of public sector functioning and sectoral development strategies. Allowing such flexibility would enable the inclusion of highly capable professionals while maintaining the integrity and effectiveness of the team.</p>	
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12.	Clause 4.5 (2) Page no.: 26	Track record and bidder's experience as paid knowledge partner / consultancy firm in a global event undertaken either in India or abroad and executed for major investment promotion related activities in India for Central Government / State Government / PSU's / Autonomous Bodies with minimum work order value of Rs. 50 Lakhs in any of these financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25).	<p><u>QUERY 1</u></p> <p>We understand that this is a strategically important project for IPA, and hence pro-bono or academic or trivial projects by the applicants will not reflect their ability to deliver such a strategic project.</p> <p>We hence request that the size of acceptable projects should be such that it indicates the strategic nature, commensurate with the scope of this project- as is the norm in Govt. RFPs of similar size, scope and duration. Hence, we request to kindly add threshold project fees of Rs 5 Cr for equivalent project duration (12 months) for this criterion and it shall be clarified that for the long duration projects (i.e., more than 12 months) the project fees shall be considered on pro-rated basis for 12 months.</p> <p>Precedence from similar RFPs:</p> <p>a) Engagement of Strategic Consultant of international repute for co-ordination with Working Group and preparation of a "Maritime India -Vision 2030" issued by Indian Ports Association, Ministry of Ports, Shipping & Waterways in 2020</p> <p>b) Accelerating Investment in India RFP by Invest India in 2019</p> <p>c) Appointment of Consultant for "Transforming Indian Major Ports to drive Sustainable Profit Improvement" for Indian Ports Association, Ministry of Ports, Shipping & Waterways issued in 2015</p>	Tender Condition prevails
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			<p><u>QUERY 2</u></p> <p>We understand that works undertaken for Foreign government bodies of similar nature would be considered for evaluation. Kindly confirm.</p>	This is agreed
13.	Page 23 & 24 4.4 Pre- Qualification (PQ) Criteria	The bidder must have completed balance sheets for the past three years, and any other financial statements that demonstrate its financial stability and compliance	Since the present year FY25 audits are still in progress, we request to allow balance sheets until FY24	The financial years under consideration will be FY 2021-22, 2022-23, 2023-24 and 2024-25. Bidders can submit documents for any 3 years from these 4 years.
		5. Technical Capability The bidder should have a team of at least 100 full-time professionals on its payroll at the time of bid submission.	<p><u>QUERY 1</u></p> <p>We understand that a Self-Certified declaration from the Authorized Signatory would suffice the requirement. Kindly confirm.</p> <p><u>QUERY 2</u></p> <p>1. Kindly share the proof document types to illustrate the participation of the bidder must have successfully executed at least one assignment in any of these financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25), as a knowledge partner in an international / national level summit / event having participation at a level of constitutional dignitaries / top government executives i.e. Hon. President of India / Hon. Vice President of India / Hon. Prime Minister of India / Hon. Governor of any Indian State / Hon. Chief Minister of any Indian</p>	<p>A certificate from the Head of the HR department will suffice</p> <p>The documents that can be accepted as evidence has been enumerated in the RFP document under the same section. Event photographs, newspaper advertisements, television clippings can be accepted as proof of participation of dignitaries indicated in the RFP document.</p>

			<p>State / Hon. Cabinet Minister of Government of India.</p> <p>2. Kindly accept the by event photographs, newspaper advertisements, television clippings as proof of successful conduct of events the bidder.</p> <p>3. Typically, work orders do not have such specified criteria in their scope of work</p>	
		<p>Experience The bidder must have been operational for at least five years in the consultancy domain. It should demonstrate expertise in undertaking knowledge partner assignments for flagship events / summits of Central / State Governments / PSUs / Autonomous Bodies apart from private sector.</p>	<p><u>QUERY 1</u> Request to please consider Engagement Letters/ Work Orders/ LoA etc. for the ongoing assignments.</p> <p><u>QUERY 2</u></p> <p>1. Kindly suggest if multilateral donor funded events for the Central/State government will also be considered as experience.</p> <p>2. The bidder must have been operational for at least five years in the consultancy domain. It should demonstrate expertise in undertaking knowledge partner assignments for flagship events / summits of Central / State Governments / PSUs / Autonomous Bodies/ Multilateral Donors apart from private sector.</p> <p>3. Currently, the pre-bid clause is restrictive and will limit participation. To broad-base participation, kindly include investment promotion credentials as well.</p>	<p>To demonstrate that the bidder has been operational for at least 5 years, documents for on going assignments can be accepted</p> <p>Multilateral donor funder events for Central/State Governments can be considered as experience.</p>
14.	Clause 4.5 (3) Page no.: 26	Supporting Documents: Client's certificate or any other evidence document	<p><u>QUERY 1</u></p> <p>It is standard practice in public sector RFPs to accept the CVs of key personnel duly</p>	This can be agreed

			<p>signed by the individual concerned and countersigned by the authorized signatory, thereby authenticating the document. In light of this, we respectfully request the authority to accept the CVs of key personnel in accordance with this established norm.</p> <p><u>QUERY 2</u></p> <ol style="list-style-type: none"> 1. Kindly illustrate type of Client's certificate or any other evidence document for maximum marks 2. Kindly include undertakings from the bidder to demonstrate the team's experience in successfully conducting the events specified. 3. Work orders/ experience certificates are mostly in the name of the firm. This will enable broader participation and will be non- restrictive. 	<p>The CVs of the key personnel can be signed by an authorized person of the bidding firm. Firms experience has to be evidenced by work order and completion certificates. Alternatively, CA's certificate along with 26AS can be considered</p>
15.	<p>Clause 5(VI) & Annexure B1 Page no. 31 & 61</p>	<p>The knowledge partner shall provide manpower support and deploy the team of Key Personnel as prescribed in RFP. Team Leader: Full Month Senior Manager: Full Month Manager: Full Month Assistant Manager: Full Month</p>	<p><u>QUERY 1</u></p> <p>Team Leader and Senior Manager provide project guidance and implementation expertise during the implementation phase. The Team Leader and the Senior Manager add maximum value to the project through their ability to map the benchmarks and pursue the growth opportunities along with clients, in the field. It is hence a standard norm in similar Public sector RFPs that the Team Leaders and SMEs are to be deployed at the location of project execution for not more than 30% of the time. We hence request to change the on-ground deployment requirement for the Team</p>	<p>Tender Conditions prevail</p>

			<p>Leader and the Subject Matter Experts to 25-30% duration of the implementation phase. The leadership team will be supported by full-time on-ground deployment of a Manager and 2 Assistant Managers. Precedence from public sector RFPs:</p> <p>a) Strategy Consultant for Telecom Technology Development Fund issued by DoT in 2024</p> <p>b) Invest India Organisation restructuring issued in December 2023</p> <p>c) Knowledge Partner for Global Investor Meet RFP by Guidance Tamil Nadu issued in 2023</p> <p><u>QUERY 2</u></p> <p>It is requested to allow at least 60 days. Allowing 60 days for deployment ensures that the selected resource(s) have adequate time to wrap up existing commitments and be fully available for the assigned project. This additional time permits comprehensive onboarding and training, ensuring that the resource is well-prepared to meet project requirements and deliver high-quality results. Incorporating this 60-day deployment period into the work order timeline will promote the successful execution of the project and contribute to its overall effectiveness.</p>	
16.	Clause 4.5 (3) Page no.: 26	Up to 01 Team Leader / Member – 10 marks More than 01 and up to 03 Team Leader / Members – 15 marks	It is important to understand the expertise of handling similar projects by key personnel while interacting in the presentation. Hence, kindly assign 50% of the key experts marks on the basis of their participation in the technical presentation. Scoring	Tender Conditions prevail

		More than 03 Team Leader / Members – 20 marks	<ul style="list-style-type: none"> • 50% of the marks on the basis of number of relevant projects (project slabs remaining the same) • 50% of the marks to participation and Q&A with the expert/ key staff during the technical presentation. <p>Few cases for reference are as specified below</p> <p>a. Consultancy Firm for Setting up a PMU & Central Procurement Unit for Projects & procurement by Ministry of External Affairs issued in 2023</p> <p>b. Selection of Agency to act as an adviser for Modernization/ Commercialization of Semi-Conductor Laboratory issued by MeITY, Govt of India in 2022</p> <p>c. Selection of High-Level consultant for Strategy and Program management Support for Ministry of Tourism during India’s G-20 presidency issued in 2023</p>	
17.	New Clause	Case Studies	<p>Detailed case studies allow technical evaluation committee to evaluate consultant’s approach and outcomes in similar context.</p> <p>We request to include 2 case studies for providing knowledge partner / consultancy firm in an international / national level summit / event project in India or globally in the last 4 financial years i.e. (FY 2021-22, 2022-23, 2023-24, 2024-25) - for 10 marks each</p> <p>The same should be presented as part of the technical presentation.</p> <p>Few cases for reference are as specified below</p>	This clause is not accepted

			<p>a. Strategy Consultant for Telecom Technology Development Fund issued by Department of Telecommunications, Govt of India in 2024</p> <p>b. Consultancy services to unlock state budget potential issued by Finance Department, Govt of Karnataka in 2024</p> <p>c. Selection of Consulting Firm for strategy development and implementation of the Promotion of Research and Innovation in Pharma MedTech (PRIP) Sector Scheme issued by Department of Pharmaceuticals in 2024</p>	
18.	RFP Notice Page no.4	Last date of submission / Proposal Due Date: 21.05.2025	<p><u>QUERY 1</u></p> <p>We respectfully seek the authority's consideration to grant an extension of the bid submission deadline by a period of two (2) weeks subsequent to the issuance of the pre-bid corrigendum. Kindly confirm.</p> <p><u>QUERY 2</u></p> <p>We respectfully request that the bid submission deadline be extended by a minimum of 14 days i.e. 2 weeks. This extension is necessary to ensure that participating organizations have adequate time to review and incorporate responses to pre-bid queries, should a revised RFP be issued. The additional time will allow bidders to thoroughly assess the project requirements, address its complexities, and secure the necessary internal approvals to submit a comprehensive and compliant proposal.</p>	The last date for submission of the bid has been extended to 28/05/2025. Please see the corrigendum in the CPP Portal

19.	<p>Clause 6. c, d, e, f, g and i Pg 33 - General Conditions of Contract</p>	Termination of Contract	<p>Contractor has its reservations on agreeing to termination for “unsatisfactory” performance and Performance Security being forfeited for the same. Contractor will at all times follow all specifications provided and agreed, however we have our reservation on subjecting our services to the "satisfaction" of IPA. If Contractor fails or neglects to abide by agreed specifications and is unable to cure such issue, we can accept that as a ground for termination but we cannot be subjected to termination due to "unsatisfactory" performance. At the contract award stage, we would need to add the following clause in the concluded Contract: “In the event of a termination IPA shall pay Contractor fees and expenses upto the date of termination and for Termination by IPA (under sub-sections c, d, e, f, g or i), whether with or without cause, a notice period of 60 days is provided. IPA shall also grant Contractor a cure period for Contractor to remedy any curable breach. Both Parties agree that Contractor would cease work upon receiving termination notice. Contractor shall also have the right to terminate due to breach by IPA and shall not be liable for any delay or breaches as a result of any third-party or IPA.”</p>	Tender Conditions prevail.
20.	<p>Clause 6h Pg 34 - General Conditions of</p>	Change in Constitution	<p>Contractor requests deletion of this clause. Contractor is a global organization and</p>	Tender Condition prevail

			<p>We respectfully request revising the current penalty clause, which imposes a 10% deduction on the contract value, as it may be considered stringent. We propose capping the penalty at 5% of the contract value and incorporating a 15-day cure period to allow for rectification of any deficiencies. This approach aligns with industry best practices and provides a fair opportunity for corrective action before penalties are enforced.</p>	
22.	<p>Clause: 6 l Pg 35 - General Conditions of Contract</p>	Confidentiality	<p>We request in the concluded Contract, Confidentiality obligations be made mutual and globally accepted market standard exceptions are added to the confidential information definition.</p>	Tender conditions prevail
23.	<p>Clause: 6 m Pg 35 - General Conditions of Contract</p>	Damage to IPA	<p>We request deletion of the statement “The contractor shall make good the loss as assessed by the IPA” since Contractor will pay actual damages as determined by a court. At the contract award stage, we would need to add the following clause in the concluded Contract: (a) Subject to sub clauses (b) and (c) of this clause, under no circumstances will Contractor's aggregate liability to IPA for any and all claims, including third party claims, or losses arising from or in connection with or relating to the</p>	Tender conditions prevail

			<p>engagement, whether in contract (including under an indemnity), tort (including negligence), strict liability, statute or otherwise, exceed an amount equal to the Fees paid by IPA to Contractor for the Service or Deliverable that gave rise to the claim</p> <p>(b) Subject to sub-clause (c) of this clause, in no event will a Party be liable to the other Party for any: (i) indirect, special, exemplary, incidental or consequential damages; or (ii) direct or indirect damages arising from loss of business, data, profits or goodwill, in each case whether arising out of contract (including under an indemnity), tort (including negligence), statute, strict liability or otherwise, resulting from or related to the Contract, whether or not such Party knew of should have known of the possibility of any such damages.</p> <p>Notwithstanding anything else to the contrary, in respect of a defaulting Party, nothing in these terms limits or excludes liability for: (i) personal injury or death caused by the defaulting Party's negligence; (ii) fraud; or (iii) any matter for which it would be illegal to exclude or limit liability.</p>	
24.	Clause: 6 n Pg 35 - General Conditions of Contract	Indemnification	<p><u>QUERY 1</u></p> <p>At the contract award stage, we request deletion of this clause in its entirety and replaced by the following. Contractor is willing to indemnify for third party IPR</p>	Tender Conditions prevail

		<p>breach subject to market standard caveats. “Contractor compensating for any third-party claims for infringement of any intellectual property rights (excluding patents). IPA’s sole remedy, other than this indemnity, is for Contractor, to either: (i) procure IPA’s continued full use of the deliverable as contemplated by the engagement; (ii) substitute the infringing deliverable; or (iii) modify the deliverable to become non-infringing. This remedy will not apply to any infringement claim arising in whole or in part from (i) a modification to a deliverable not approved or performed by Contractor, (ii) use of a deliverable other than as contemplated by, or in a manner not compliant with this Contract or the law, (iii) actions, claims, suits, or proceedings to the extent based upon the combination of the deliverable with content, data, devices, products, software, service, or technology not supplied by Contractor, even if the deliverable have no substantial use other than as part of a combination. IPA will use all reasonable endeavors to mitigate its losses arising out of any third party IPR claim. IPA agrees (i) it will promptly notify Contractor of any claim it seeks to have indemnified (ii)will give Contractor sole authority to defend or settle the relevant claim and provide, at the Contractor’s expense, such information and cooperation as may be reasonably necessary to assist the defense of such claim (iii)No</p>	
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			<p>settlement agreement will be entered into on terms that would impose liability on the Contractor or increase its obligations hereunder, without the prior written consent of the Contractor, which will not be unreasonably withheld. Contractor's indemnification obligations does not apply to the extent any claim, loss, expense or the like is caused by IPA or its subsidiaries, affiliates, shareholders, directors, officers, employees or agents, or arises as a result of IPA's breach of the Contract.</p> <p><u>QUERY 2</u></p> <p>We request to keep the maximum indemnity amount limited to the fees payable to the consultant under this contract.</p>	
25.	<p>Clause 6 p (ii) and v Pg 35 and 36 respectively - General Conditions of Contract</p>	Dispute Resolution and Adoption	<p><u>QUERY 1</u></p> <p>Dispute shall be settled between parties as per the applicable law. Contractor shall at all times follow all laws applicable to it as a service provider.</p> <p><u>QUERY 2</u></p> <p>It is proposed that all disputes arising between the parties shall be settled amicably through Arbitration as per the Arbitration and Conciliation Act, 1996 and the Arbitrator to be mutually appointed by the parties.</p>	Tender Conditions prevail
26.	<p>Clause 7 a Pg 37 respectively - General</p>		<p>We agree that ownership of deliverables under the concluded will be with IPA but we would like to retain the Background IP of Contractor at all times. Accordingly we</p>	Tender conditions prevail

	<p>Conditions of Contract</p>	<p>would like to add the following clause in the resulting Contract: “Each party shall retain its pre-existing and underlying intellectual property to the extent embedded in the deliverables. In the event any third-party materials or tools or any of our proprietary products are used for the Deliverables or services, the terms and any licensing restrictions thereof shall be agreed at contract award stage.”</p> <p>Also, we shall not preclude IPA from sharing the deliverables with any third parties,</p> <p>however, we request IPA to ensure that such third parties sign our standard non-reliance letter before sharing deliverables and any third-party having access to the</p> <p>report or presentation or deliverable may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on deliverables, which</p> <p>are prepared only for IPA. We are not willing to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe the</p> <p>duty of care towards the third party. Accordingly the concluded Contract to state: “IPA acknowledges and agrees that Contractor prepares the deliverables solely for IPA's internal use. IPA will not disclose deliverables or make deliverables available</p>	
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		<p>for use by any third party without the prior written consent of Contractor. IPA will procure that any third party to which it wishes to disclose deliverables or any other</p> <p>Contractor materials or work must first sign Contractor's standard form of non-reliance letter and/or non-disclosure agreement. Contractor can provide IPA with a</p> <p>copy of these forms upon IPA's request. If Contractor agrees to IPA disclosing the deliverables or extending access to deliverables to third parties, IPA agrees that Contractor will not be responsible for any losses incurred by IPA or any third party as a result of or in connection with such disclosure or authorized use of, or reliance on, the deliverables or any other aspect of Contractor's work".</p> <p>Further, we would like to add in this clause that "Contractor will not be precluded from developing for itself, or for others, anything, whether in tangible or non-tangible form, that is competitive with, or similar to, any of the deliverables,</p> <p>provided that Contractor does not use any IPA Confidential Information for which it does not have a license to use for such purposes. In addition, Contractor is free to use its general knowledge, skills and experience and know-how, expertise, ideas, techniques, approaches, concepts, or designs used, developed or acquired by or on</p>	
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			<p>behalf of Contractor in the course of the engagement, including, but not limited to, any know-how, concepts or information retained in the unaided memory of Contractor employees or agents as a result of authorized access to IPA Confidential Information.”</p>	
27.	NA	Additional provision	<p>At the contract award stage we would like to specifically add in the concluded Contract the following within the scope of services “Contractor will not be responsible for providing any fairness opinions or valuations of market transactions, or legal, regulatory accounting, or tax advice. IPA agrees that it will retain its own experts in these disciplines, as it deems necessary and shall ensure the deliverables meet are required legal, regulatory and its internal guidelines.”</p> <p>We request that a mutual no- publicity clause is added in the concluded Contract: No Party will make any public announcement or press release regarding the engagement or services performed without the prior written consent of the other Party. Except as required by law, neither Contractor deliverables nor reference to Contractor may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution.</p>	Additional provision not agreed