

Request for Proposal (RFP)

For Selection of Consultant for Preparation of
Action Plan for Development of
Cruise Tourism in India



Indian Ports Association

1st Floor, South Tower, NBCC Place

B. P Marg, Lodi Road

New Delhi - 110 003

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INR 10,000/-

(June, 2016)

Disclaimer

This RFP is being issued by the Indian Ports Association (IPA) on behalf of Ministry of Shipping, Government of India(hereunder called “MoS”) to the interested and eligible consultants for the Selection of Consultant for **preparation of action plan and detailed road map for development of cruise tourism in India**(the “Project”) , on such terms and conditions and for the achievement of Objectives of the Project set forth in this RFP or that may subsequently be provided to Bidder(s) whether verbally or in documentary form by or on behalf of IPA 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.

Indian Ports Association

IPA/MSD/ICTD/Cruise Terminal/2016

07/06/2016

Notice Inviting RFP for appointment of Consultant for preparation of action plan and detailed road map for development of cruise tourism in India

Indian Ports Association (IPA) on behalf of Ministry of Shipping (MoS) invites Requests for Proposal (RFP) from interested invites Bids from eligible consultants for **“Preparation of Action Plan and Detailed Road Map for Development of Cruise Tourism in India”**

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

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

1. Pre-Bid Meeting on 16/06/2016 at 1200 Hrs
2. Receipt of offers on or before 3.00 pm (1500 Hrs) on 29/06/2016
3. Opening of Technical offers at 3.30 pm (1530 Hrs) on 29/06/2016

Reputed and interested consultants/consulting firms/consortia may download the RFP from the above website and send in their response to the Chief Administrative Officer, Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003.

TABLE OF CONTENTS

DISCLAIMER	2
TABLE OF CONTENTS	4
1 PREAMBLE	6
2 DEFINITIONS	7
3 BID SUMMARY	9
4 INSTRUCTION TO BIDDERS	17
4.1 DUE DILIGENCE	17
4.2 AWARD OF RFP	17
4.3 DOCUMENTS CONSTITUTING RFP	17
4.4 RFP SUBMISSION FORMAT	17
4.5 RFP OPENING PROCESS	18
4.6 COMPLETENESS OF BIDS & RECTIFICATION OF ERRORS	19
4.7 CLARIFICATION OF BIDS	19
4.8 REJECTION OF BID	19
4.9 EVALUATION OF BID	20
4.10 AMENDMENT OF BIDDING DOCUMENTS	23
4.11 LATE BIDS	23
4.12 BID SECURITY	23
4.13 PERFORMANCE SECURITY	24
4.14 AUTHORISATION OF BIDDER'S SIGNATORY	24
4.15 VALIDITY PERIOD	24
4.16 EXTENSION OF PERIOD OF VALIDITY	24
4.17 MODIFICATION AND WITHDRAWAL OF BID	24
4.18 LETTER OF ACCEPTANCE & AGREEMENT	25
4.19 TAX LIABILITY	25
4.20 CONSORTIUMS OR JOINT VENTURES	25
4.21 UNDERSTANDING OF TERMS	25
4.22 CONFLICT OF INTEREST	25
4.23 MINISTRY'S RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY PROPOSAL	25
4.24 NOTIFICATION OF AWARD AND SIGNING OF CONTRACT	25
4.25 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS	26
4.26 SCHEDULE/DATES OF BIDDING PROCESS	26
4.27 CORRUPT AND FRAUDULENT PRACTICES	26
5 SCOPE OF WORK FOR THE CONSULTANCY	28
5.1 BACKGROUND	28
5.2 DETAILED SCOPE OF SERVICES	28
5.3 SCOPE NOT EXHAUSTIVE	30
5.4 DELIVERABLES, TIMELINES AND PAYMENT SCHEDULE	30
5.5 MEETING WITH THE MINISTRY OF SHIPPING (MoS), GOVERNMENT OF INDIA	31
5.6 NON-COMPLETION OF ANY ACTIVITY	32

5.7	CONSULTANCY TEAM	32
5.8	COMPLETION OF SERVICES	33
6	GENERAL CONDITIONS OF CONTRACT	34
6.1	GENERAL PROVISIONS	34
6.2	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	36
6.3	OBLIGATIONS OF THE CONSULTANT	39
6.4	CONSULTANT'S PERSONNEL	41
6.5	OBLIGATIONS OF THE MINISTRY	42
6.6	PAYMENTS TO THE CONSULTANT	42
6.7	GOOD FAITH	43
6.8	SETTLEMENT OF DISPUTES	43
6.9	INDEMNITY	43
6.10	SPECIAL CONDITIONS OF CONTRACT	44
7	FORMATS OF THE DOCUMENTS TO BE SUBMITTED	47
	ANNEXURE 1(A): FORWARDING LETTER	47
	ANNEXURE-1(B) PARTICULARS OF THE APPLICANT	49
	ANNEXURE 2: FORMAT STATEMENT SHOWING FINANCIAL DETAILS OF THE BIDDER	51
	ANNEXURE 3: FORMAT FOR SUBMITTING PROJECT INFORMATION	52
	ANNEXURE 4: FORMAT FOR CURRICULUM VITAE FOR TECHNICAL STAFF	53
	ANNEXURE 5: APPROACH AND METHODOLOGY	55
	ANNEXURE 5 A- DEPLOYMENT OF PERSONNEL	56
	ANNEXURE 5 B- SURVEY AND FIELD INVESTIGATIONS	57
	ANNEXURE 6: UNDERTAKING	58
	ANNEXURE 7: ANTI BLACK LISTING CERTIFICATE	59
	ANNEXURE 8: FORMAT FOR AUTHORIZATION OF BIDDER'S SIGNATORY	60
	ANNEXURE 8(A) JOINT BIDDING AGREEMENT- IN CASE OF CONSORTIUM ONLY	61
	ANNEXURE 9: FORMAT FOR PRICE BID	67
	Form F1	67
	Form F2	68
	Form F3	69
	Form F4	70
	Form F5	71
	ANNEXURE 10: FORM OF AGREEMENT	72

1. PREAMBLE

Indian Ports Association on behalf of Ministry of Shipping, Government of India (MoS), invites Bids from eligible consultants for **preparation of Action Plan and Detailed Road Map for Development of Cruise Tourism in India 0**(the “Project”).

The Bids shall be prepared in English. Initials of the authorized representative of the bidder must attest all erasures and alterations made while filling the Bids. IPA shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. IPA reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation shall be done on the basis of the technical bid evaluation process specified in Instruction to Bidder section of this RFP. Only those firms/companies who qualify based on this evaluation process will be considered as Qualified Bidders for the purpose of opening of Price Bids and its evaluation. The date of opening of Price Bids will be communicated to Qualified Bidders at a later date.

2. DEFINITIONS

“Employer” means the IPA/Ministry of Shipping, Government of India and shall include its authorized successors and assignees at all times.

“Applicable Law” means the laws and any other instruments having the force of law in the India.

“Bid” means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including technical proposal/technical bid and financial proposal/price bid along with all other documents forming part and in support thereof as specified in this RFP.

“Bidder” means Sole Firm/ Company or the Consortium, as the case may be, who submits a Bid along with Bid Security and RFP Fee as per the terms of this RFP within the stipulated time for submission of Bids.

“Bid Security” shall mean the earnest money furnished by the Bidder, as part of the Bid submission as per provision of this RFP.

“Consultant” shall mean the agency/firm/company/consortia which is the successful/Preferred bidder and has been selected by the IPA/Ministry for the work as per the terms and conditions of this RFP.

“Contract” means the Contract signed by the Parties and all the attached documents listed in Clause 6, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

“Contract Price” means the price to be paid for the performance of the Services, in accordance with **Clause 6.6;**

“Day” means calendar day.

“Due Date/Bid Submission” shall mean the last date for submission of RFP as specified in **Point no 11** of Bid Summary section.

“Effective Date” means the date on which the Contract specified in the RFP document comes into force and effect pursuant to **Clause 6.2.1.**

“GC” mean these General Conditions of Contract.

“Party” means the IPA/Ministry or the Consultant, as the case may be, and **“Parties”** means both of them.

“Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

“Letter of Acceptance (LoA)” shall mean the letter to be issued by IPA/Ministry to the successful bidder indicating the acceptance of his offer in accordance with the conditions of this RFP document.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services/Scope of Work/TOR” means the work to be performed by the Consultant pursuant to this Contract, as described in **Clause 5**.

“Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

“Taxes and Duties” shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in India in connection with the discharge of responsibilities as per the scope of work envisaged.

3. BID SUMMARY

Sr. No.	Key Information	Details
1.	RFP for	<p>Selection of Consultant for Preparation of Action Plan and Detailed Road Map for Development of Cruise Tourism in India</p> <p>The RFP document of captioned project is hosted online and can be downloaded from website: http://ipa.nic.in. The Bid shall be submitted in physical as per the provisions of this RFP.</p>
2.	Scope of Work for Consultancy/Advisory Services	Detailed scope of work for Consultancy/Advisory Services including background and objectives of the consultancy/advisory services are specified in clause no 5 .
3.	Bid Submission Format	<p>Bidders are Required to submit the Bid in following two envelopes:</p> <p>a) Envelope 1: Eligibility and Qualification details/Technical Proposal</p> <ul style="list-style-type: none"> i. RFP Bid Security as provided in point 9 of this Bid Summary. ii. Duly Signed and Stamped RFP and corrigendum/amendments (if any) iii. Annexure 1-Forwarding Letter and bidder information iv. Annexure 2- Financial Capability statement (CA Certificate) v. Annexure 3: Experience details vi. Annexure 4- CV of personnel vii. Annexure 5 -Approach and Methodology viii. Annexure 6- Undertaking for true information ix. Annexure 7- Anti blacklisting certificate x. Annexure 8- Authorization of Signatory of the bidder (not applicable in case of proprietorship firm) <p>All the information/Documents are specified in above annexures.</p> <p>This envelope shall be super scribed as <i>“Envelope 1 : Technical Proposal”</i>.</p> <p>b) Envelope 2: Price bid/Financial proposal</p> <p>Price bid to be quoted by the bidder for the scope as mentioned in clause 5 in the format specified in Annexure 9.</p> <p>This envelope shall be super scribed as <i>“Envelope2: Price bid”</i>.</p>

		<p>Both the envelopes as specified above shall be placed under the main outer envelope. The main outer envelope shall have</p> <p>1. Bid addressed to the IPA at the following address: Chief Administrative Officer, Indian Ports Association, 1st floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003.</p> <p>2. Bear the following identification:</p> <ul style="list-style-type: none"> • RFP Notice No: IPA/MSD/ICTD/Cruise Terminal/2016 • Name of the Work: <i>“Selection of Consultant for preparation of action plan and detailed road map for development of cruise tourism in India</i> • Indicate the name, address and contact details of the bidder. <p>The Bid must be submitted through RPAD/Speed post/ Courier/Hand delivery.</p>
4.	RFP Evaluation	<p>The evaluation steps are summarized below. Details are placed in clause 4.9.</p> <p>The Ministry will open the Technical Proposal on the date, time and place specified in point no 10 of Bid Summary and shall be scrutinized for the below mentioned parameters chronologically:</p> <p>a) Test of Responsiveness for timely submission: Test of Responsiveness based on timely submission, mode of submission. The Envelope 1 of the Bidder who would have timely submitted proposal as specified in point 9 of this Bid Summary shall be opened.</p> <p>b) Envelope 1:</p> <p>i). Document Checks: Assessment based on whether bidder has provided all required documents/information specified in RFP/proper marking and sealing.</p> <p>ii). Assessment of Eligibility Criteria: Assessment of Eligibility criteria as specified in point no 5 of Bid Summary section shall be carried out.</p> <p>iii). Assessment of Qualification Criteria: Assessment of Qualification criteria as specified in point no 6 of Bid Summary section shall be carried out.</p>

		<p>iv). Bidders whose bids meet eligibility and qualification criteria of bidding documents as specified in point no 5 and 6 of Bid Summary respectively and submitted required Tender Fee and Bid Security in accordance with point 9 of this Bid Summary and whose Bid is responsive in accordance with Timely submission and submitted all documents specified in RFP, shall be termed as technically responsive and qualified Bids and such Bidders shall be termed as Eligible and Qualified Bidders (the “ <i>Qualified Bidders</i>”).</p> <p>c) The Bids of the Bidder termed as technically responsive and qualified Bids shall only be considered for opening of price bids. Price bids/Financial proposal of only technically responsive and qualified bidders shall be opened.</p> <p>d) Envelope 2: Evaluation of Price bid. The Bidders qualified in the technical bid would be called for opening of Price Bid (Annexure 9) which shall be evaluated as specified in point 7. The bidder scoring highest composite score will be qualified as Preferred Bidder (the “Preferred Bidder”). The IPA/Ministry may hold negotiation with the Preferred Bidder before award of the contract.</p>
5.	Eligibility Criteria	<p>The bidder shall meet following eligibility criteria for further assessment of Qualification Criteria specified in point no 6 of Bid Summary section.</p> <p>a) The bidder shall be a Consultant/ Consortium of Consultants of international repute with a proven track record of working on cruise tourism and related similar assignments.</p> <p>b) The Bidders shall not be blacklisted by any Government Agency in India/ Abroad at the time of Due Date of Submission. The Bidder is required to provide Anti blacklisting Certificate as specified in RFP submission.</p> <p>c) The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government</p>

		<p>body or any public undertaking, autonomous body, IPA/Ministry by whatever name called under the Central, the State Government or local self-Government body in India and any Government body abroad.</p> <p>d) The Bidder should have completed at least three (3) tourism related consultancy projects having minimum consultancy fee of INR 2 Cr.</p> <p>e) The Bidder should have experience of providing consultancy services for atleast cruise tourism related project in Asia having minimum consultancy value of INR 2 Cr.</p> <p>f) Average annual turnover of the Bidder in the last three financial years from consultancy services (i.e., 2013-14, 2014-15 and 2015-16) shall be at least Rs. 50 Crores. A Certificate from a Chartered Account (As per format prescribed in Annexure 2) along with audited financial statements shall be furnished. (In case audited financial statements are not available for year 2015-16, an undertaking on the bidder's letterhead shall be submitted along with unaudited financials)</p> <p>Note: condition (d)(e) and (f) shall be met by the Lead Member of the consortium individually, all other conditions i.e. (a),(b) and (c) shall be met by all members of consortium to qualify for further evaluation</p> <p>g) The bidder shall have following experts available for execution of the Project.</p> <table border="1"> <thead> <tr> <th>Sr. No.</th><th>Position</th><th>Minimum Qualifications and Experience</th></tr> </thead> <tbody> <tr> <td>1</td><td>Team Leader cum coastal/ cruise tourism Expert</td><td>Management Graduate (MBA) with minimum of 15 years of professional experience in tourism sector. Must have relevant experience in Coastal/Cruise tourism, tourism circuit development with an Exposure of international assignments in</td></tr> </tbody> </table>	Sr. No.	Position	Minimum Qualifications and Experience	1	Team Leader cum coastal/ cruise tourism Expert	Management Graduate (MBA) with minimum of 15 years of professional experience in tourism sector. Must have relevant experience in Coastal/Cruise tourism, tourism circuit development with an Exposure of international assignments in
Sr. No.	Position	Minimum Qualifications and Experience						
1	Team Leader cum coastal/ cruise tourism Expert	Management Graduate (MBA) with minimum of 15 years of professional experience in tourism sector. Must have relevant experience in Coastal/Cruise tourism, tourism circuit development with an Exposure of international assignments in						

				similar domain.
		2	Financial Expert	Management Graduate (MBA Finance/ Chartered Accountant) with a minimum of 10 years of professional experience in financial projections/ viability/ financial plans/ economic analysis of relevant projects.
		3	Infrastructure Expert/ Transport planner (having experience in port planning)	Masters in Infrastructure/ Transport Planning with a minimum of 10 years of professional experience. Adequate experience in design and development of port infrastructure.
		4	Architect	B.Arch with a minimum of 10 years of professional experience in designing ports/ terminals.
		5	PPP Expert	Management Graduate with 10 years of professional experience in transaction advisory projects of at least 5 PPP projects.
		6	Legal Expert	Law Graduate (LLB/ CS) with a minimum of 10 years professional experience in contract documentation.
		7	Marketing Expert	Management Graduate (MBA-Specialization in Marketing) with a minimum of 10 years of professional experience in preparing marketing plans of tourism projects, branding and promotion of tourism products.
		In case of consortium, the Team Leader should be from the Lead Member. Further, the rest of the experts should be on the rolls of the sole member/ any of the consortium members. The consultant will estimate the requirement of support staff		

6.	Qualification Criteria/Technical Qualification	Sr. No.		Grading Criteria	Total Marks	Break up Marks	Sub Marks
		A		Project Team	35		
		1.	Team Leader cum coastal/ tourism Expert			10	Qualification – 5 Project adequacy- 3 International assignment- 2
		2.	Financial Expert			4	Qualification – 60% Project adequacy- 25% International assignment- 15%
		3.	Infrastructure Expert/ Transport planner (having experience in port planning)			7	
		4.	Architect			4	
		5.	PPP Expert			4	
		6.	Legal Expert			3	
		7.	Marketing Expert			3	
		B		Relevant Work Experience of the Firm	20		
		1	Number of completed consultancy projects (compulsory submission of completion certificate along with the proposal)				
			i)	Minimum 3 projects having INR 2 Cr. minimum consultancy fee			5
			ii)	More than 3 projects having INR 2 Cr. minimum			5

				consultancy fee			
			iii)	International assignments in tourism having INR 5 Cr. minimum consultancy fee			5
			iv)	Cruise tourism projects with more than INR 2Cr. consultancy fee			5
		C	Approach and Methodology		20		
			i)	Approach and Methodology			15
			ii)	Work Plan and Manning Schedule			5
		D	Presentation on Approach and Methodology - as per clause 4.9.5.2 (presentation call to technical qualified bidders)		25		
				TOTAL	100		
7.	Award Criteria	Bids shall be evaluated on Quality cum Cost Based System (QCBS)-80:20 (Technical: Financial)					
8.	Bid Validity	Bids must remain valid for 90 days after the submission date					
9.	Bid Security (Refundable)	Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of Demand Draft/Pay order/ Bank Guarantee from Nationalised or Scheduled Banks drawn in favor of Indian Ports Association" and payable at New Delhi.					
10.	Schedule of bidding Process	Sr. No.	Event	Date	Time	Venue	
		1.	Floating of	08/6/2016		RFP document	

		RFP			is hosted online and can be downloaded from website: http://ipa.nic.in
	2.	Last Date of receiving Pre-bid Queries (RFP)	15/06/2016	1500Hrs	Through e-mail at ipa@nic.in
		Pre-bid Meeting of the Bidder\s (RFP)	16/06/2016	1200 Hrs	
	4.	Last Date of Submission of RFP	29/06/2016	1500 Hrs	To the office of: The Chief Administrative Officer, 1 st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi - 110 003
	5.	Opening of Technical Bids	29/06/2016	1530 Hrs	
	7.	Opening of Price Bids	Intimated Later to qualified Bidders.		
	11.	Payment basis	Payment shall be made to the bidder on milestone basis. Payment milestone and payment terms are specified clause 5.4 of this RFP.		
12.	Signing of Agreement	Agreement shall be signed between Ministry and Consultant incorporating the terms of the RFP as directed by Ministry.			
13.	Address of Bid Submission	Bids shall be submitted to following address "The Chief Administrative Officer, 1 st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi - 110 003" in sealed cover duly super scribed with name of work and RFP notice no. IPA/MSD/ICTD/Cruise Terminal/2016			

4. INSTRUCTION TO BIDDERS

4.1 Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

4.2 Award of RFP

The IPA/Ministry will accept a bid which is the best suited as per the evaluation/eligibility and qualification criteria. The decision of the IPA/Ministry shall be final in this regard. The IPA/Ministry also reserves the following rights without any kind of liability.

- (1) To accept or reject any or part of any RFP or all the RFPs without assigning any reason thereof.
- (2) Not to accept the lowest bid or assign reasons for not accepting the lowest bid.
- (3) Not to proceed ahead in the project without assigning any reason thereof.

4.3 Documents Constituting RFP

The RFP documents comprise the following and are to be read together.

- (i) This RFP document and
- (ii) Other documents constituting the RFP and acceptance thereof and shall be deemed to include any amendments, modifications to the RFP document or its constituent document.

4.4 RFP Submission Format

The Bidders will submit the Bid in a **single copy** in three envelopes, the details for which are specified below:

a) Envelope 1: Eligibility and Qualification details/Technical Proposal

- (i) RFP Bid Security as provided in point 9 of this Bid Summary
- (ii) Duly Signed and Stamped RFP and corrigendum/amendments (if any)
- (iii) Annexure 1-Forwarding Letter and bidder information
- (iv) Annexure 2- Financial Capability statement (CA Certificate)
- (v) Annexure 3: Experience details
- (vi) Annexure 4- CV of personnel
- (vii) Annexure 5 –Approach and Methodology.
- (viii) Annexure 6– Undertaking for true information.
- (ix) Annexure 7- Anti blacklisting certificate.

- (x) Annexure 8- Authorization of Signatory of the bidder (not applicable in case of proprietorship firm).

All the information/Documents are specified in above annexure.

This envelope shall be super scribed **"Envelope 1: "Technical proposal"**.

b) Envelope 2: Price bid/Financial proposal

Price bid to be quoted by the bidder for the scope as mentioned in clause 5 in the format specified in Annexure 9.

This envelope shall be super scribed **"Envelope 2: Price bid"**.

Both the envelopes as specified above shall be placed under the main outer envelope. The main outer envelope shall be **addressed to the IPA at the following address:**

The Chief Administrative Officer, 1st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodi Road, New Delhi – 110 003

The Bid should bear the following identification:

- RFP Notice No: **IPA/MSD/ICTD/Cruise Terminal/2016**
- Name of the Work: **Selection of consultant for preparation of action plan and detailed road map for development of cruise tourism in India**
- **Indicate the name, address and contact details of the bidder.**

The Bid must be submitted on or before the Bid submission date specified in point 10 of Bid Summary.

4.5 RFP Opening Process

4.5.1 Opening of Technical Bid

All Bids received by the IPA in response to this RFP shall be opened by the IPA/Ministry in the presence of Bidders' representatives who choose to attend the opening of Technical Bids and Envelope comprising RFP Document Fees and Bid Security at the date, time and address specified in Schedule of Bid Clause.

The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for the IPA/Ministry, the Bids shall be opened at the appointed time and location on the next working day.

4.5.2 Announcements of Bids

The Bidder's names, Bid modifications or withdrawals (as applicable) and the presence or absence of requisite Bid Security and such other details as IPA/Ministry in its sole discretion may consider appropriate, will be announced at the opening of the Technical Bids.

4.5.3 Opening of Price Bid

- a) After the evaluation of Bid Security criteria, Test of Responsiveness, Eligibility and Qualification criteria has been completed, the IPA/Ministry shall open the Price Bids

of only those Bidders who have submitted Bid Security in the form and amount specified in Bid Summary section, who have submitted all documents specified, and whose bids meeting the eligibility and Qualification criteria as specified in Bid Summary section. Such Bids shall be termed as responsive and technically qualified Bids and such Bidders shall be termed as Eligible and Qualified Bidders.

Price Bids of those Bidders who do not pass the Test of Responsiveness, Bid Security criteria, and do not meet eligibility and qualification criteria as specified in Bid Summary section shall be returned unopened.

- b) The Price Bid of only eligible and Technically Qualified Bidders shall be opened. The Price Bids shall be opened, in the presence of Bidders' representatives who choose to attend the Price Bid opening on such date and time which shall be communicated to the Bidders who's Bids determined to be responsive and technically qualified Bids. The Bidder's representatives who are present at such opening of Price Bids shall sign a register evidencing their attendance as a witness to the Bids opening process. The name of Bidder, Price Bid of each Bidder, etc. will be announced at such opening.

4.6 Completeness of Bids & Rectification of Errors

IPA/Ministry will examine the Bids to determine whether these are complete, whether these meet all the conditions of the RFP Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

4.7 Clarification of Bids

During evaluation of Bids, IPA/Ministry may, at its discretion, ask the Bidder for a clarification/information of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by the IPA before the expiration of the deadline prescribed in the written request for clarification, IPA/Ministry reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

4.8 Rejection of Bid

- (a) A Bid is likely to be rejected by the IPA/Ministry without any further correspondence, as non-responsive, if:-
 - (i) Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP Document; or
 - (ii) Bid Security, and duly signed RFP & Addendum/Corrigendum(s) are not provided and/or does not conform to the provisions set forth in this RFP; or
 - (iii) A bidder who submits or participates in more than one bid under this RFP will be disqualified.

- (b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- (c) RFP is submitted late (after the stipulated time limit).
- (d) In addition to the foregoing, in the event a Bidder makes an effort to influence the IPA/Ministry in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
- (e) Even though the Bidders may pass the Eligibility and Qualification Criteria set forth in **clause 4.9** of this RFP, they are subject to be disqualified for any of the following reasons:
 - (i) Misleading or false representation in the forms, statements and attachments submitted under this RFP.
 - (ii) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
 - (iii) Bidder is blacklisted by any Government Agency in India.

4.9 Evaluation of Bid

The IPA/Ministry will open the **Technical Proposal and Envelope for Bid Security** on the date, time and place specified in point no 10 of Bid Summary and shall be scrutinized for the below mentioned parameters chronologically:

4.9.1 Test of Responsiveness

Test of Responsiveness based on timely submission, mode of submission. The Envelope 1 of the Bidder(s) who have made timely submission shall be opened.

4.9.2 Evaluation of Bid Security criteria

Assessment based on Pass/Fail for Bid Security as per point no 9 of Bid Summary section. Assessment of Eligibility and Qualification of only those Bidders shall be carried out who meet the RFP Document Fee and Bid Security criteria.

4.9.3 Evaluation of Document Checks

Assessment based on whether bidder has provided all required documents/information specified in RFP and done proper marking and sealing as per RFP provisions.

4.9.4 Evaluation of Eligibility Criteria

Assessment of Eligibility criteria as specified in point no 5 of Bid Summary section shall be carried out.

Assessment of Qualification criteria of only those Bidders meeting the Eligibility criteria (“Eligible Bidders”) shall be carried out.

4.9.5 Evaluation of Technical Proposals

4.9.5.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, the experience of Key Personnel and their understanding of TOR, proposed methodology and Work Plan. (In case of consortium joint credentials of all members shall be evaluated).

4.9.5.2 Consultant would be required to make a presentation of their credentials, proposed methodology for conducting the study and overall concepts on cruise tourism ecosystem before the **Technical Evaluation Committee** to be constituted by **IPA/MoS** at Delhi and the duration of presentation will be of **Twenty (20) minutes tentatively**. It shall be mandatory for the proposed Team Leader(s) to be present during the presentation. The presentation shall be followed by personal interview of the proposed team leader(s) of short listed firms to gauge overall project understanding and efficacy to undertake the assignment. The date, time & venue of the presentation will be intimated separately. The Committee will assess the presentation broadly on the following criteria;-

- Experience and capabilities of handling similar projects as Consultant/ consortium.
- Efficacy of the completed assignments of similar nature to ascertain the current status of implementation. Supporting documents, if any
- Understanding of scope of work/ assignment
- Brief concept and action plan of the entire project
- Methodology and contemporary techniques adopted to complete the project
- Possible roadblocks during the project and relevant mitigation measures
- Team Qualification and Manpower commitment to the RFP
- Additional commitment to enhance the work quality by the consultant, if any

4.9.5.3 Technical score shall be calculated as follows: In order to allow comparison on a common basis, each Technical Proposal will be carefully scrutinized and total score (Ts) will be determined. The score for each Technical Proposal is inversely proportional to its Th and “St” will be computed as follows:

$$\text{Technical score} = \text{St} = 100 * \text{Tc} / \text{Th},$$

Where, **Th** is the highest total score among all Technical Proposals

Tc is the total score under consideration

The highest evaluated Technical Proposal will receive the maximum score of 100 marks.

Technical score "St" will be calculated for the precision up to 2 decimal places.

After the technical evaluation is completed, IPA/MoS shall notify Consultants whose Proposals did not meet the minimum qualifying technical mark or Consultants whose Technical Proposals were considered non responsive to the requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process. IPA/MoS shall simultaneously notify, in writing the Consultants whose Technical Proposals received a mark of **70 or higher** (the "Qualified Bidders"), indicating the date, time, and location for opening of Financial Proposals.

4.9.6 Evaluation of Price Bid and determination of Preferred Bidder for award of project

- (a) The Bids of the Bidder termed as technically responsive and qualified Bids i.e. qualified bidders shall only be considered for opening of price bids.
- (b) In order to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized and total price (TP) will be determined. The score for each Financial Proposal "Sf" will be computed as follows:

$$\text{Financial score} = S_f = 100 * F_m / F_c$$

Where, Fm is the total price of the lowest priced Financial Proposal

Fc is the total price of the Financial Proposal under consideration

The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. Financial score will be calculated for the precision upto 2 decimal places.

Combined and final evaluation: Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:

$$S = S_t \times T_w + S_f \times F_w$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80 and 0.20** respectively.

The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 4.23, 4.24 and 4.26, as the case may be.

4.10 Amendment of Bidding Documents

- (a) Before the deadline for submission of bids, the IPA/Ministry may modify the bidding documents by using addendum/Corrigendum.

- (b) The addendums shall be posted on the website. Bidders are required to regularly check the website for addendum/Corrigendum.
- (c) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may in its sole discretion, extend as necessary the deadline for submission of bids.

4.11 Late Bids

Any bid received by the Ministry after the deadline for submission of bids prescribed in Tender Notice and Bid Summary Section will be rejected returned unopened to the bidder.

4.12 Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security as mentioned in Bid Summary of this RFP document. The bid security furnished by the successful bidder shall be refunded after the award of the Contract/Signing of the Agreement. Bids not accompanied with Bid Security as mentioned in Bid Summary shall be summarily rejected. Bid security is a non interest bearing deposit.

The bid security shall be returned to the bidder –

- (1) Whose bid has not been accepted by the IPA/Ministry
- (2) Whose bid has been accepted by the IPA/Ministry but after the signing of the Agreement
- (3) Bid security shall be forfeited in case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.

Bid security shall be forfeited in the following situations:

- (1) In case of unclear offer and/or conditional offer. Such RFP shall not be acceptable, and the bid security shall be forfeited.
- (2) If bidder withdraws the RFP after the Bid Submission Date and before award of RFP /end of validity period of RFP.
- (3) If the Agreement is not executed within stipulated time period for reasons attributable to the preferred bidder. (In this case, bid security will be forfeited and LOA will be cancelled.)
- (4) In the event the bidder, after the issue of communication of acceptance of his bid by the IPA/Ministry, fails/refuses to execute the work as herein the bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the bidder calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the IPA/Ministry shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

4.12.1 Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the Agreement has been signed with the successful/preferred bidder.

4.12.2 Discharge of Bid Security of Preferred/successful Bidder

The Preferred/Successful Bidder shall be required to sign Agreement with IPA/Ministry within Fifteen (15) days from issue of Letter of Acceptance. The Bid Security of a Preferred/Successful Bidder shall be discharged only after the Preferred/Successful Bidder signs agreement with IPA/Ministry. Cost of Agreement i.e., stamp duty, franking etc applicable any shall be borne by the Preferred Bidder.

4.13 Performance Security

IPA shall retain by way of performance security (the "Performance Security"), 10% (ten per cent) of all the amount due and payable, under the study, to the Consultant in the form of Bank Guarantee or Demand Draft, to be appropriated against breach of the Agreement or for recovery of liquidated damages. The Bid security of the successful Applicant can be adjusted towards Performance Security. The performance security shall be retained till the successful completion of the contract.

4.14 Authorisation of Bidder's signatory

Bidder shall appoint a signatory to sign, discuss, and represent in every way the bidding firm for the purposes of this RFP and shall provide legal and statutorily valid documentation authorizing the representative to act on behalf of the bidder firm. The authorization shall be in the format specified in Annexure 8 of this RFP document. If and as required, this Power of Attorney has to be supplemented with supporting documents like Board Resolution.

4.15 Validity Period

Bids must remain valid for a period of 90 days (Ninety days) after the submission date.

4.16 Extension of Period of Validity

In exceptional circumstances, IPA/Ministry may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the IPA/Ministry and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse IPA/Ministry's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of IPA/Ministry shall not be permitted to modify its Bid.

4.17 Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the deadline for submission of bid and the expiration of the validity period.

4.18 Letter of Acceptance & Agreement

As the first step for the assignment, IPA/Ministry will issue Bidder a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into a detailed Agreement in due course of which shall consist of these Terms and Conditions- as mutually agreed between the parties. The Agreement constitute a contract shall between the IPA/Ministry and the Consultant under the Indian Contracts Act, 1872.

4.19 Tax liability

The bidders are required to quote for Consultancy Fees as specified in Annexure 9 and taxes applicable must be shown separately. These taxes will be re-imbursed based on rates prevailing at the time of payment. The IPA/Ministry shall be entitled to deduct tax at source as may be applicable. The TDS certificate (S) shall be submitted as per the due date specified in the Income Tax Act.

4.20 Consortiums or Joint Ventures

The Bidders may participate in the Selection Process either individually (the "Sole Firm/ Company") or as a consortium of firms/ companies (the "Consortium") in response to this invitation. A maximum of three members are allowed in the Consortium.

4.21 Understanding of terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this RFP, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

4.22 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective Consultant due to prior, current contracts, engagements, or affiliations with IPA/Ministry in case such a situation exists. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

4.23 IPA/Ministry's right to accept any proposal and to reject any proposal

IPA/Ministry reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IPA/Ministry's action.

4.24 Notification of Award and Signing of Contract

Prior to the expiration of the validity period, IPA/Ministry will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The IPA/Ministry would enter into a formal Agreement with the successful bidder at a date later than the date of Letter of Acceptance. **The Contract period shall**

commence from the date of Signing of Agreement and end at the acceptance of final deliverable as specified in relevant clause of contract condition.

The Agreement above shall incorporate all correspondence between IPA/Ministry and the successful/Preferred Bidder. Additionally it may contain other provisions that the IPA/Ministry may like to include, and unless they can reasonably be said to be of a nature that would have materially impacted the bid value, the successful bidder shall not refuse to include them.

4.25 Failure to agree with the terms and conditions

Failure of the successful /Preferred Bidder to agree/comply with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IPA/Ministry may award the Contract to the next best value Bidder or call for new proposals.

4.26 Schedule/Dates of bidding Process

Schedule of bidding process shall be as specified in the point no. 11 of the Bid Summary.

4.27 Corrupt and Fraudulent Practices

- a) The IPA/Ministry requires that Bidders under this contract, should observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the IPA/Ministry.
 - i). Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. **corrupt practice:** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. **fraudulent practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IPA/Ministry, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the IPA/Ministry of the benefits of free and open competition.
 - iii. Will reject a proposal for award of work if IPA/Ministry determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - iv. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a IPA/MoS contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

- b) The IPA/Ministry will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Employer will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IPA/Ministry of Shipping, Government of India if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

5 SCOPE OF WORK FOR THE CONSULTANCY/ ADVISORY SERVICES/ TERM OF REFERENCE

5.1 Background

‘Cruise Tourism’ is a fast growing component of the leisure industry, worldwide. Through this segment of niche tourism, huge amount of foreign exchange can be earned and income generated onshore by providing the right policy environment and infrastructure. With the steady development of India’s economy, growing middle class and increasing disposable income which could be spent on leisure activities, the overall environment is conducive for the promotion of cruise tourism within the country. However, due to lack of availability of international standard cruise facilities, promotion efforts and procedural hassles, these cruise vessels use ports outside India for home porting.

Ministry of Shipping (MoS), Government of India to position cruise tourism of India on a sound footing and to explore the potential of the sector now invites proposal from reputed international consultants for **preparation of action plan and detailed road map for development of cruise tourism in India**

5.2 Detailed Scope of Services

Deliverable 1: Inception Report:

- Finalization of scope of work, methodology and freezing the timelines
- Finalization of mobilization plan and deployment schedules
- Identification of internal and external stakeholders
- Identification of key issues

Deliverable 2: Current State Assessment and Leading Practices Study

- Reviewing the international best practices to arrive at ecosystem necessary to encourage and sustain cruise shipping/tourism.- in terms of existing routes/ circuits developed and study corresponding port characteristics in terms of handling capacity, operating procedures, infrastructure availability etc. analyzing the cruise sector in terms of management and operating structure, Funding Pattern, trip characteristics, demand analysis, financial viability, Government support/incentives/policies, taxation structure, Standard Operation Procedures (SOPs).
- Based on the above assessment identifying benchmarks for development of conducive cruise tourism ecosystem in India. Ecosystem Gap Assessment vis a vis international best practices in cruise tourism
- Identification of existing and potential National (including convergence with Inland Waterways Plan)/ International Routes/Circuits with a potential of Cruise Tourism with Indian Territory as base point/ turnaround ports. **Priority shall be given to**

identification of circuits connecting various islands of India and the mainland which have untapped potential of attracting domestic and international tourists.

Deliverable 3: Market Demand Analysis and Infrastructure Gap Assessment

- Detailed Market Demand Assessment (domestic and international tourists) for the identified routes/circuits based on the primary and secondary observations.
- In addition to the above, a detailed assessment for Goa, Mumbai, Gujarat and Dubai circuit, Cochin-Colombo-Male and India-Srilanka-male- seychelles circuits may also be carried out.
- Assessment of socio economic profile of potential/ existing passengers
- Assessment of tourism trends and projecting the potential of Cruise Tourism in India with a vision of 25 years
- Short listing of specific ports/terminal which would be needed to be developed at least 4 ports) for international cruise tourism in India.
- Infrastructure Gap Assessment of selected ports/terminals vis a vis international benchmarks.
- Assess requirement of Infrastructure for promoting domestic cruise tourism – coastal and inland waterways.
- Mapping the existing process of cruise terminal management and identification of key outliers, suggesting improvement in existing process to enhance efficiency of cruise terminal and improve overall passenger experience.
- Development of Conceptual Model Terminal Design with all modern amenities i.e. Passenger amenities, service counters, shopping areas, restaurants, cafeteria, medical clinic, Internet café, Laundromat, Entertainment centers, tour operators/ship agents offices , miscellaneous facilities & parking and complimentary facilities such as marinas, helipads, sea parks, aquarium etc.
- Block cost estimates for the required infrastructure for ports/ terminals
- Detailed financial analysis by development of financial model, capturing value of Cruise Tourism, with various scenarios for the cost and revenue streams, to ascertain financial viability of Cruise Tourism Terminal Development including possible off-season engagement such as convention centre.
- Stakeholders Workshop in coordination of MoS highlighting the key finding and discussing the potential/route/circuit/port/terminals for development of Cruise Tourism in India

Deliverable 4: Preparation of Draft Detailed Road Map and Action Plan for implementation of various Cruise Tourism projects in India

- Development of specific products for potential cruise tourists including various categories of cruise products i.e. Ocean Voyages, Standard Cruises, Adventure Cruises, Destination/Expedition Cruises, Day Cruises, Luxury Cruises, River/Canal Cruises and Specialty Cruises amongst others

- Assessment of existing policy/regulatory framework and suggest necessary modification, to facilitate and promote cruise tourism
- Consultation with international port agencies/ international cruise players to recommend appropriate bilateral arrangement for operating Cruises with/along different countries
- Compilation of strategies of Cruise Terminal Operation through PPP mode, phasing of implementation, appropriate funding option with suitable incentives for private development.
- List out in detail the role of various stakeholders and agencies including Ministry of Tourism, Ministry of Shipping, Customs, Immigration, Port Authorities, Security, States (Police/Tourism Deptt.), Cruise liners, Cruise operators, Shore Tour operators etc. involved in cruise tourism and their inter-relationships.
- Compare the practices adopted by Indian agencies such as Customs, Security, Immigration, port authorities and states with the world best practices for cruise shipping operations and terminals.
- Analyzing existing Standardized Operating Procedures (SOPs) of various agencies at cruise terminals i.e. Port authorities, immigration, Security and customs and identify gaps in the SOPs for them to be at par with international cruise terminals & operations.
- Identification of specific domestic, international and River cruise circuits that would be taken up for development immediately, in medium term and long term. This should include the present infrastructure and other facilities and the gaps to be filled.
- Recommending competitive and reasonable (i) tax and duties and (ii) port docking charges in line with international standards.
- Recommending investment facilitation activities to promote investments in Indian Cruise Industry such as Single Window Clearance System, fast track compliances, incentives and taxation support and priority funding support
- Suggesting preferred contracting and operating approaches of ports/ terminals/ cruises and preparation of model RFP for selection of Concessionaire
- Preparation of Detailed Phasing Plan specifying phase-wise route identification, port development; role of various ministries/Government departments and other stakeholders
- Preparation of Skill Development Plan for coastal communities to make them employable for the cruise tourism industry
- Preparation of Terminal Operations Plan
- Preparation of Implementation Plan
- Preparation of Detailed Integrated Marketing Communication Strategy to promote India as World Class Cruise Destination globally as well as in domestic market
- Preparation of marketing strategy to attract players to introduce cruise tourism in India.
- Stakeholders workshop in coordination with MoS to discuss the detailed action plan/phasing/contracting strategies

Deliverable 5: Submission of Final Road Map and Action Plan, after incorporating suggestion(s) from MoS/Stakeholders (if any)

5.3 Scope not exhaustive

The scope of services specified in **Clause 5.2** are not exhaustive and the Consultant shall undertake such other tasks as may be necessary for the preparation of action plan and detailed road map for development of cruise tourism in India.

5.4 Deliverables, Timelines and Payment Schedule

Sr. No.	Payment Milestones	Timelines	Payment Percentage (%)
1	Submission of Inception Report	D + 10 days	15%
2	Submission of Current State Assessment and Leading Practices Study	D + 1 month	10%
3	Submission of Market Demand Analysis and Infrastructure Gap Assessment and Stakeholders Workshop	D + 2 months	20%
4	Submission of Draft Road Map and Action Plan and organisation of Stakeholders Workshop	D + 3 months	20%
5	Submission of Final Road Map and Action Plan	D + 3.5 months	20%
6	Acceptance of Final Report by Ministry of Shipping	D + 4 months	15%
	Total		100%

Note:

The consultants shall take approvals from MoS at each stage of activity before proceeding to next stage of activity. The above time line excludes the time taken for approvals. The consultant will have to submit six copies of above reports in each stage till Draft Road map and Action Plan along with soft copy (MS word, Excel, Auto Cad, PDF, others) for review. The consultant will have to submit fifteen copies of the final approved report (in hard and soft copy) to the Ministry. In case of any delay from the above mentioned timelines, a penalty of 1% of stage payment per week shall be forfeited by the IPA/Ministry.

5.5 Meeting with the Ministry of Shipping (MoS), Government of India

The Consultancy requires close interaction with the project team (the "**Project Team**") that will be nominated by the **MoS** at Delhi for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Consultant shall interact with the Project Team at least once a week, with each meeting attended by at least one Key Personnel, for presenting the work completed and obtaining Project team's feedback. Each meeting shall be minuted by the Consultant and

submitted to the **MoS** fortnightly for record. Team leader/ Deputy Team Leader or Project Manager must participate in these meetings at least twice a month on dates to be mutually agreed between the **MoS** and the Consultant having regard to avoiding his unnecessary travel. In addition, the Team leader or respective Key Personnel shall make formal presentations to the **MoS** as part of the interactive process as and when mutually agreed upon. Inputs and response provided by the **MoS** in these presentations shall be minuted by the Consultant and be considered as the **MoS**'s tentative response. Consultant shall actively associate in the **MoS**'s reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the **MoS** will send brief formal responses to the Consultant in response to the Consultant's request for certain decisions and in response to draft reports. These should be considered and reflected in the final report of the respective deliverables including subsequent revisions of final reports by the Consultant. The **MoS** will review the progress of the Consultancy in monthly meetings to be held in Delhi at **MoS**'s office. The consultant shall submit **quarterly progress reports** during the project duration. The Team Leader and such other Key Personnel as deemed necessary by the Consultant shall participate in these meetings. Personnel costs of such meetings would be deemed as included in the Financial Proposal.

5.6 Non-completion of any activity

In case of non-completion of any activity in the defined time frame, the consultant will apply to **MoS** for reviewing the time frame explaining the reasons and justifications of review. The **MoS** will finally consider and decide the revised time lines.

5.7 Consultancy Team

The Consultant shall form a multi-disciplinary team (the "**Consultancy Team**") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite experience.

Sr. No.	Position	Qualifications and Experience	Man-month	Responsibilities
1	Team Leader cum coastal/ cruise tourism Expert	Management Graduate (MBA) with minimum of 15 years of professional experience in tourism sector. Must have relevant experience in Coastal/Cruise tourism, tourism circuit development with an Exposure of international assignments in similar domain.	4	Shall lead, co-ordinate and supervise the consultancy team for delivering the study in a timely manner as envisaged in the RFP. Primarily designing the routes for cruise operators. Also, liaison with client during the assignment and submit Quaterly Progress Report.

Sr. No.	Position	Qualifications and Experience	Man-month	Responsibilities
2	Financial Expert	Management Graduate (MBA Finance/ Chartered Accountant) with a minimum of 10 years of professional experience in financial projections/ viability/ financial plans/ economic analysis of relevant projects.	3	Shall be responsible for financial feasibility of overall project, providing block cost estimates and structuring them on suitable transaction model.
3	Infrastructure Expert/ Transport planner (having experience in port planning)	Masters in Infrastructure/Transport Planning with a minimum of 10 years of professional experience. Adequate experience in design and development of port infrastructure.	4	Shall be responsible for assessing the infrastructure gap of ports (Major and minor both) and designing/ planning of existing/ expansion of ports.
4	Architect	B.Arch with a minimum of 10 years of professional experience in designing ports/ terminals.	2	Shall be responsible for developing conceptual designs for selected ports/ terminals
5	PPP Expert	Management Graduate with 10 years of professional experience in transaction advisory projects of at least 5 PPP projects.	2	Shall be responsible for the project structuring and preparation of concessionaire agreements.
6	Legal Expert	Law Graduate (LLB/ CS) with a minimum of 10 years professional experience in contract documentation.	2	Shall be responsible for drafting and vetting the contract documents for concessionaires.
7	Marketing Expert	Management Graduate (MBA-Specialization in Marketing) with a minimum of 10 years of professional experience in preparing marketing plans of tourism projects, branding and promotion of tourism products.	2	Shall be responsible for preparing marketing plan, branding and promotions for the project
Total			19 man-	

Sr. No.	Position	Qualifications and Experience	Man-month	Responsibilities
			months	

5.8 Completion of Services

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the **MoS** in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the **MoS** and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the **MoS**. The Consultancy shall stand completed on acceptance by the **MoS** of all the Deliverables of the Consultant. The **MoS** shall issue a certificate to that effect.

6.1 General Provisions

6.1.1 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “IPA/Ministry” and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

6.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India

6.1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.1.4 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Special Condition of Contract (SC).

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

6.1.5 Location

The Services shall be performed at various location(s) across India unless otherwise specified by Ministry.

6.1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the IPA/Ministry or the Consultant may be taken or executed by the officials specified in the SC.

6.1.7 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price/Price Bid.

6.1.8 Fraud and Corruption

a) **Definitions:** It is the IPA/Ministry's policy to require that IPA/Ministry as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the IPA/Ministry defines, for the purpose of this provision, the terms set forth below as follows:

- i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

b) Measures to be taken by IPA/Ministry

- i) The IPA/Ministry may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the IPA/Ministry to remedy the situation;
- ii) The IPA/Ministry may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Ministry-financed contract;

c) Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent,

representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

6.2 Commencement, Completion, Modification and Termination of Contract

6.2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

6.2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

6.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 6.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

6.2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

6.2.5 Force Majeure

a) Definition

- i) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- ii) Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (2) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

b) No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- i) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

- ii) Has informed the other Party as soon as possible about the occurrence of such an event.

c) Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

d) Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “IPA/Ministry”, shall either:

- i) demobilize;; or
- ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- iii) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Dispute resolution clause specified in GCC.

6.2.6 Suspension

The “IPA/Ministry” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

6.2.7 Termination

a) By the IPA/Ministry

The IPA/Ministry may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (vi) of this Clause GC 6.2.7 (a). In such an occurrence the IPA/Ministry shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).

- i) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the IPA/Ministry may have subsequently approved in writing.
- ii) If the Consultant becomes insolvent or bankrupt.
- iii) If the Consultant, in the judgment of the IPA/Ministry has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- iv) If the Consultant submits to the “IPA/Ministry” a false statement which has a material effect on the rights, obligations or interests of the “IPA/Ministry”.
- v) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- vi) If the IPA/Ministry, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vii) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Dispute Resolution **Clause 6.8** hereof.

b) By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the IPA/Ministry, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause GC 6.2.7 (b):

- i) If the IPA/Ministry fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 6.7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- ii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- iii) If the IPA/Ministry fails to comply with any final decision reached as a result of arbitration pursuant to Dispute Resolution Clause 6.8 hereof.
- iv) If the “IPA/Ministry” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “IPA/Ministry” of the Consultant’s notice specifying such breach.

c) Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clause 6.2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 6.2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 6.3.6 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 6.3.11 hereof, and (iv) any right which a Party may have under the Law.

d) Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.7 (a) and (b) , the IPA/Ministry shall make the following payments to the Consultant:

- a) payment pursuant to Clause GC 6.6 for Services satisfactorily performed prior to the effective date of termination;

- b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vii) of Clause GC 6.2.7(a), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

6.3 Obligations of the Consultant

The Consultant shall be required to carry out scope of work as specified in clause 5 with utmost care and as per obligations specified below.

6.3.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the IPA/Ministry, and shall at all times support and safeguard the IPA/Ministry's legitimate interests in any dealings with Sub Consultants or third Parties.

6.3.2 Conflict of Interests

The Consultant shall hold the IPA/Ministry's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

6.3.3 Consultants not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6.6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

6.3.4 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

6.3.5 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business

or professional activities which would conflict with the activities assigned to them under this Contract.

6.3.6 Confidentiality

Except with the prior written consent of the IPA/Ministry, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

6.3.7 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the IPA/Ministry, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the IPA/Ministry's request, shall provide evidence to the IPA/Ministry showing that such insurance has been taken out and maintained and that the current premiums have been paid.

6.3.8 Consultant's Actions Requiring IPA/Ministry's Prior Approval

The Consultant shall obtain the IPA/Ministry's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services,
- b) Appointing/deploying such members of the Personnel not listed by name in staffing requirement/work plan which Consultant has committed during the technical proposal submission.

6.3.9 Time line and Payment Obligations

The Consultant shall submit the estimated total time required to complete the assignment to the IPA/Ministry in form of reports and documents/reports specified in table herein which after finalization of the bid shall govern the process of delivery of services against which the IPA/Ministry shall be obligated to make payments as described in SC.

6.3.10 Documents Prepared by the Consultant to be the Property of the IPA/Ministry

- a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the IPA/Ministry, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the IPA/Ministry, together with a detailed inventory thereof.
- b) The Consultant may retain a copy of such documents and software.

6.3.11 Accounting, Inspection and Auditing

- a) The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract and in such form and detail as will clearly identify relevant time changes and costs.
- b) “shall permit the “IPA/Ministry” or its designated representative during the subsistence of this contract, on advance service of ten(10)-days-notice by the IPA/Ministry, to inspect and make copies of the accounts thereof as well as to have them audited by auditors appointed by the IPA/Ministry, if so required by the Ministry as the case may be.”

6.4 Consultant’s Personnel

6.4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

6.4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are placed in qualification criteria specified in **Clause 5.7 of the RFP**. The Personnel committed by the Consultant Pursuant to such requirement during bidding stage of similar qualification and experience shall be listed in **Appendix C of contract**. Such Key Personnel and Sub-Consultants listed by designation as well as by name in **Annexure 5 (a)** shall be considered approved by the IPA/Ministry.

6.4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by designation as well as by name in Annexure 5 (a) will be considered as approved by the IPA/Ministry. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the IPA/Ministry for review and approval a copy of their Curricula Vitae (CVs). If the IPA/Ministry does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the IPA/Ministry.

6.4.4 Removal and / or Replacement of Personnel

- a) Except as the IPA/Ministry may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the IPA/Ministry finds that any of the Personnel have
 - i) committed serious misconduct or have been charged with having committed a criminal action, or

- ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the IPA/Ministry's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the IPA/Ministry.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

6.5 Obligations of the IPA/Ministry

6.5.1 Assistance and Exemptions

The IPA/Ministry shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c) Provide to the Consultant, Sub-Consultants and Personnel with report on 'Cruise Tourism Potential & Strategy Study' prepared by CRISI for Ministry of Tourism and document on 'Vision for Coastal Shipping, Tourism and Regional Development' and any such other assistance as may be required.

6.5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.6.2 (a) or (b), as the case may be.

6.6 Payments to the Consultant

6.6.1 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in clause 5. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.6.2 if the Parties have agreed to additional payments in accordance with Clause 6. 2.4.

6.6.2 Contract Price

The price payable in rupees is set forth in the SC.

6.6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 6. 2.4, a breakdown of the lump-sum price shall be placed in Appendix at the time of signing of Agreement.

6.6.4 Terms and Conditions of Payment

Payments will be made to the Consultant through e-payment as per the norms of the Ministry and according to the payment schedule stated in the SC.

6.7 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.8 Settlement of Disputes

In the event of a dispute or difference of any nature whatsoever between the Consultant and the IPA/Ministry during the course of the Works, the same shall be attempted to resolve amicably. If the disputes are not resolved amicably, it shall be resolved through a process of arbitration held in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be New Delhi and its language shall be English.

6.9 Indemnity

Consultant shall indemnify the IPA/Ministry and every members, officers and employees of the IPA/Ministry, against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or, in connection with various matters and against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of any negligent act or omission or failure by consultants in the performance of Consultant's obligation under this Agreement.

6.10 Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1.4	<p>The addresses are:</p> <p>Client: -Ministry of Shipping,, Government of India</p> <p>Name of office:</p> <p>Postal address:</p> <p>Telephone number:</p> <p>Facsimile number:</p> <p>E-mail:</p> <p>Website:</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
6.1.6	<p>The Authorized Representatives are:</p> <p>For the Client: Name, Designation , Ministry of Shipping, Government of India</p> <p>For the Consultant: _____</p>
6.1.7	<p>The Consultants, Sub-consultants and their Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws applicable to the Consultants, Sub-consultants and their Personnel for the purposes of this contract during the term of this contract and the Client shall perform all duties in regard to the deduction of such tax</p>

	as may be imposed.
6.2.2	The date for the commencement of Services is TEN days from date of issue of work order
6.2.3	The time period shall be --- Months
6.3.7	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, as per Motor Vehicle Act of Government of India.; (b) Third Party liability insurance, with a minimum coverage of INR 2,00,000; (c) professional liability insurance, with a minimum coverage of two times the value of the contract. <p>Consultant shall take the above coverage at their own cost.</p>
{3.7 (b)}	The Consultant shall not use these documents for purposes not related to this Contract without the prior written approval of the MoS
6.6.2	The amount is[<i>Insert amount</i>] INR

6.3.9/6.6.4	<p>Payments shall be made according to the following schedule:</p>
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Annexure 1(a): Forwarding Letter

(On Applicant's letter head)

Dated:

To,

Chief Administrative Officer,

Indian Ports Association,

1st Floor, South Tower, NBCC Place,

Bhisham Pitamah Marg,

New Delhi - 110 003

Subject: Submission of Bid for RFP for Selection of Consultant for Cruise Tourism

Development Consultation Services

Dear Sir,

We are pleased to make our submission for the captioned RFP. We are pleased to submit the following documents towards the same.

Envelope I : Technical Proposal, Bid Security as follows:

	Amount (in Rupees)	Demand Draft/Pay Order No.	Dated	Drawn on Bank
Bid Security				

Envelope II : Price Bid

We are aware of the Authority's right to accept or reject any/all RFPs without giving any reason and upon rejection of RFP; I shall not be entitled to any right with related to the Authority.

This offer is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, I am not given any written or oral promise from the Authority.

I have thoroughly read and understand all the terms and conditions of this RFP and I promise to observe all the terms and conditions of this RFP. I have signed and stamped each and every page of this RFP document and submitted the same hereof.

Thanking You,

(Signature and name of Authorized Representative of Single Bidder /Lead Member)

For (Name and seal of Bidder Company)

Annexure-1(b)Particulars of the Applicant

1.1	<p>Title of Consultancy: Selection of Consultant for “Preparation of Action Plan and Detailed Road Map for Development of Cruise Tourism In India”</p>
1.2	<p>State whether applying as Sole Firm or Consortium: Sole Firm or Consortium</p>
1.3	<p>State the following:</p> <p>Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address:</p> <p>Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Applicant:</p> <p style="padding-left: 40px;">Name: Designation: Company: Address:</p> <p style="padding-left: 40px;">Phone No.: Fax No. : E-mail address:</p>
1.4	<p>If the Applicant is Consortium, state the following for each of the other Member Firms:</p> <p style="padding-left: 40px;">(i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.</p>
1.5	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? If so, provide the office address(es) in India. Yes/No</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p>

	<p>Yes/No</p> <p>(iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy /insolvency in the last five years? Yes/No</p> <p><i>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</i></p>
1.6	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the IPA/MoS and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p> <p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the IPA/MoS only? Yes/No</p> <p>(Signature, name and designation of the authorised signatory) For and on behalf of</p>

Annexure 2: Format Statement showing financial details of the Bidder

Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Revenue from Professional Fees (Rs. Crores)
1.	2013-14	
2.	2014-15	
3.	2015-16	
Net worth as on 31.03.2016-		
Certificate from the Statutory Auditor^{\$}		
<p>This is to certify that the Annual Revenue from Professional Fees and Net worth figures of (mention the name of the Applicant), as provided above are correct and as per the audited financial statements of (mention the name of the Applicant).</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p style="text-align: right;">Signature, name and designation of the authorised signatory)</p> <p>Date:</p>		

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement

Sealed and Signed by the Chartered Accountant

Annexure 3: Format for Submitting Project Information

PROJECT DETAILS:	
Name	
Category	
Type	
Location	
Consultancy Fee (INR Lakh)	
Name of Client	
Start Date	
Completion Date	
Narrative Description of project:	
Actual Description of services offered:	
Work Order Attached:	Yes / No
Completion Certificate Attached:	Yes/ No

Annexure 4: Format for Curriculum Vitae for Technical Staff

Sample Data is filled in to give an indication of how the CV should be written out.

- For each member of the Core project team

✓ **Personal Details:**

Proposed Position	
Name of Firm	
First Name	
Last Name	
Date of Birth	
Nationality	

✓ **Relevant projects experience (maximum 10) in the following format for each project:**

1	Project name	
	Client name	
	Location	
	From (Month/Year)	
	To (Month/Year)	
	Position Held	
	Description of duties	

✓ **Employment/Experience record (Begin backwards and go to the beginning of employment)**

1	From	
	To	
	Employer	
	Position held	
2	From	
	To	
	Employer	
	Position held	

✓ **Education**

1	Name of institution	
	Year of passing	
	Degree obtained	
2	Name of institution	
	Year of passing	
	Degree obtained	
3	Name of institution	
	Year of passing	
	Degree obtained	

✓ **Computing skills:**

✓ **Communication skills:**

Languages	Speak	Read	Write
English			
Hindi			
Any other (Specify)			

✓ **Professional memberships and fellowships**

Membership of Professional Bodies	
Fellowships / Awards	

✓ **Certification:**

I, the undersigned, certify to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience.

[Signature of staff member or authorized representative of the staff]
dd/mm/yyyy

Date:

Full name of authorized representative:

Annexure 5: Approach and Methodology

(Write up of Approach and Methodology and Understanding of Project))

- a. Write up on Methodology to carry out this assignment. The Write up should cover, in detail, how the consultant would carry out the study. The methodology for each head of the proposed Terms of Reference must be described.
- b. Provide chart of the activity schedule and manpower deployment schedule. Provide completion dates of various milestones.
- c. Provide staffing schedule, which should mention, detail schedule of each member of the proposed team, assignment which would be carried out by them, timeframe during which they will work etc.
- d. Describe the structure of the different Deliverables specified in Contract Condition
- e. The consultant's comments / suggestions on proposed Scope of Work and TOR
- f. The consultant's comments, if any, on the data, services and facilities to be provided by IPA on behalf of Ministry of Shipping (MoS)

Annexure 5 a- Deployment of Personnel

Sl. No.	Designation	Name	Man-Days (MD)		Week Numbers																				
			At Project site	Away from Project site(specify)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1.																									
2.																									
3.																									
4.																									
5.																									
6.																									
7.																									
8.																									
9.																									
10.																									
11.																									
Total Mandays																									

Annexure 5 b-Survey and Field Investigations

Item of Work/ Activity	To be carried out/prepared by		Week																			
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20

Annexure 6: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

Dated: _____ day of _____, 2016

Signature

(Firm's Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Annexure 7: Anti Black listing Certificate

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of India (GoI) / any other entity of GoI or blacklisted by any state government / department / local government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____ (Bid Submission Date).

We further confirm that we are aware that our application for the captioned project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated: _____ Day of _____, 2016

Name of the Bidder:

Signature of the Authorized Person:

Name of the Authorized Person:

Annexure 8: Format for Authorization of Bidder's signatory

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated:

To,
Chief Administrative Officer,
Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhisham Pitamah Marg,
New Delhi – 110 003

Dear Sir,
REF: Your RFP Ref.:

<Bidder's name> hereby authorizes **<Designated Representative's name>** to act as a representative of **<Bidder's name>** for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings conducted by IPA on behalf of Ministry of Shipping (MoS) or other entities associated with RFP for Selection of consultants for preparation of action plan and detailed road map for development of cruise tourism in India and to discuss, negotiate, finalize and sign any bid or agreement and contract.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder >

Encl: Board Authorization

Annexure 8(a) JOINT BIDDING AGREEMENT- In case of Consortium Only

(To be executed on Non-Judicial Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**First Part/Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- A. IPA on behalf of Ministry of Shipping, Government of India intends to appoint a consultant for Preparation of Action Plan and Detailed Road Map for Development of Cruise Tourism in India
- B. IPA has invited RFP No. dated from interested Applicants for (hereinafter referred to as “**Project**”)
- C. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- D. It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the bid

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“**Contract**”) with IPA/MoS and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the

Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;

b) Party of the Second Part shall be {the ____ Member of the Consortium;}

c){Party of the Third Part shall be the ____ Member of the Consortium; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document

6. Shareholding in the Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

The Lead Member further undertakes that he holds the highest fee share in the Consortium.

7. **Lead Member:** Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Member and IPA/MoS shall be entitled to deal with such Lead Member as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. IPA/MoS shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Lead Member and IPA/MoS shall have the right to release payments solely to the Lead Member and IPA/MoS shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

8. **Representation of the Parties:** Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

10. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Lessee

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

For and on behalf of
SECOND PART by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:
(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

The mode of the execution of the Joint Bidding Agreement 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 affixed in accordance with the required procedure

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed

Annexure 9: Format for Price Bid
(To be submitted in a separate envelope)

Form F1

Dated:

To,
Chief Administrative Officer,
Indian Ports Association,
1st Floor, South Tower, NBCC Place,
Bhisham Pitamah Marg,
New Delhi – 110 003

Subject: Price bid for **Selection of Consultant for preparation of action plan and detailed road map for development of cruise tourism in India**

Dear Sir,

We, the undersigned, offer to provide the consultancy services for **Selection of Consultant for preparation of action plan and detailed road map for development of cruise tourism in India**. In accordance with your Request for Proposal dated _____ and our Technical Proposal. Our Financial Proposal is for the sum of **INR _____ (Indian Rupees _____ only)**. This amount is inclusive of all taxes except service tax.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Form F2

Summary of Costs

Item	Costs in INR
1. Total Cost of Financial Proposal	
2. Service taxes payable in India	
3. Amount of financial proposal including service taxes	

Indicate the total costs, net of only service taxes, to be paid by the Client [Service Taxes are to be indicated in item 2]. Such total costs must coincide with the sum of the relevant Subtotals indicated in Form-3 provided with the Proposal

Form F3

Breakdown of Costs by Activity

Cost Component	Costs in INR
Remunerations	
Reimbursable Expenses	
Subtotal	
Service taxes payable in India	
Total	

Form-3 shall be filled for the whole assignment. The sum of the relevant Subtotals of Form-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form-2.

The Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Form-4 and Form-5.

Form F4

Breakdown of Remuneration

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name	Position	Staff-month Rate (INR)
Foreign Staff		
		[Home]:
		[Field]:
		[Home]:
		[Field]:
		[Home]:
		[Field]:
		[Home]:
		[Field]:
Local Staff		
		[Home]:
		[Field]:
		[Home]:
		[Field]:
		[Home]:
		[Field]:
		[Home]:
		[Field]:

1. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
2. Positions of the Professional Staff shall coincide with the ones indicated in Technical Form-9.
3. Indicate separately staff-month rate and currency for home and field work.

Form F5

Breakdown of Reimbursable Expenses

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

No.	Description	Unit	Unit Cost	Qty	Total Amount (INR)
1	Per diem allowances	Day			
2	International Flights	Trip			
3	Miscellaneous travel expenses	Trip			
4	Communication costs between xxxx and xxxx				
5	Drafting, Reproduction of Reports				
6	Use of computers, softwares				
7	Local transportation costs				
8	Office rent, clerical assistance				
9	Training of the Client's personnel				

Annexure 10: Form of Agreement

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the ____ day of the month of _____, [year], between _____ [name of Authority] having office at _____ [office address], (hereinafter called the “Authority”) of the First Part

and,

[Name of Consultant] (hereinafter called the “Consultant”) of the Second Part.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Authority”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”).

WHEREAS

(a) The Consultant, having represented to the Authority that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated ____ issued by the Authority ;

(b) The Authority has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract
 - b. The Special Conditions of Contract
 - c. The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the Ministry
 - Appendix F: Duties of the Consultant

2. The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Contract, in particular:
 - a. The Consultant shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b. The Authority shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:

In presence of

1. For and on behalf of the Authority [name of Authority]

(Witnesses)

- (i) [Authorized Representative]
- (ii)

2. For and on behalf of [name of Consultant]

In presence of

(Witnesses)

- (i)
- (ii) [Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant.

[Name of member]

[Authorized Representative]

4. [Name of member]

[Authorized Representative]