



Indian Ports Association

Request for Proposal (RFP)

For

Selection of Publication Agency for a
Quarterly Maritime Publication under IPA

TENDER NOTICE NO: IPA/P&P/PUBAGENCY/2026 Dated:01.07.2026

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

July, 2026

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Disclaimer

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

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

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

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

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

Managing Director
Indian Ports Association

RFP Notice**Notice Inviting RFP for Appointment of a Publication Agency under IPA**

Indian Ports Association (IPA) invites Requests for Proposal (RFP) from interested eligible agencies.

The RFP document providing the Term of Reference (ToR), pre-qualification criteria, terms and conditions including evaluation criteria and application fee are available on the web site <http://ipa.nic.in> and the CPP Portal. Reputed and interested agencies may download the RFP from the above websites.

The details of RFP are as follows:

Name of work	Selection of a Publication Agency under IPA
Tender Notice No.	IPA/P&P/PUBAGENCY/2026 Dated:01.07.2026
Cost of Tender Document	Rs. 10,000/- (Rupees Ten Thousand Only) (Non-refundable)
EMD	Rs. 1,00,000/- (Rupees One Lakh Only)
Performance Guarantee	10% (Ten Percent) of the awarded cost / agreement value
Method of Selection	QCBS 60:40
Contract Period	Two (02) Years
RFP / Tender availability Date	01.07.2026 by 15:00 hrs.
Last Date of receiving queries	10.07.2026 by 13:00 hrs.
Pre-Bid Meeting Date	20.07.2026 at 15:00 hrs.
Response to Queries	27.07.2026
Last date of submission / Proposal Due Date	07.08.2026 by 15:00 hrs.
Opening of Technical Bid	07.08.2026 by 15:30 hrs.
Technical Presentation	To be notified
Opening of Financial Bid	To be notified
Letter of Award	To be intimated to Selected Bidder
Date of Start of Work	To be intimated to Selected Bidder
Validity of Tender	90 days from the Proposal Due Date
Contact Details	1. Prema Kumar Pillai prem.mpt@gmail.com Mobile: 9822388841 2. Suparn Kashyap jastat-ipa@gov.in Mobile: 9958935304

Communication Address	The Managing Director, Indian Ports Association, 1st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi – 110 003. Tel. No. 0091-011-24369061/63, 24368334 FAX: 011-24365866 Email: ipa@nic.in
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**Managing Director
Indian Ports Association**

1 Introduction

Indian Ports Association (IPA) invites Bids from eligible agencies to select a “Publication Agency under IPA.” Details of the proposal can be seen in the scope of work provided in this RFP. The Indian Ports Association invites proposals from qualified firms with expertise in magazine publication to conceptualize, design, and publish a high-quality magazine aligned with the objectives of the IPA. The magazine will serve as a platform to showcase achievements, trends, and opportunities in the maritime sector.

2 Glossary

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

- **“Agency/ Publication Agency”** means the person or persons, firm or company whose proposal has been accepted by the competent authority and includes the agency’s representative, successors and/or permitted assigns for the subject Contract.
- **“Applicant” (including ‘Bidder’, ‘tenderer’)** means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, etc.) participating in the e-tendering process with IPA.
- **“Authorized representative”** means any Officer of IPA authorized by the Competent Authority, who is responsible for supervising and administering the Contract, certifying payments due to the Agency, and other functions as specified in this Contract.
- **“Bid” (including ‘tender’, ‘offer’, ‘proposal’)** means an offer for rendering services made in accordance with the terms and conditions set out in the bid document.
- **“Bid documents / RFP Documents”** means a document issued by IPA, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- **“Competent authority”** means the Managing Director or any officer(s) authorized by the Managing Director of Indian Ports Association, New Delhi, which is registered in Delhi under the Societies Registration Act, 1860.
- **“Contract” (including ‘Work Order’)** means a formal legal agreement, as may be amended, supplemented or modified in accordance with the terms of contract in writing, executed between Indian Ports Association and the Agency together with the documents referred to therein including general and special conditions of Contract.
- **“Contract Period”** a period of Two (02) Years from the date of signing of contract agreement which may be extendable subject to mutual consent of both parties based on performance and project requirements.
- **“Cost of Tender Document & Bid Processing Fee”** means an amount of Rs.10,000 (Rupees Ten Thousand Only) to be paid as a one-time non-refundable payment to participate in the tender process, for which no exemption shall be provided on any ground.
- **“Day”** means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- **“Financial Year”** means the period commencing on 1 April of a year and ending on 31 March of the following year, in accordance with the financial year followed by the Government of India.

- **“e-Tender”** means conducting of procurement processes by IPA with bidders for the acquisition of services using information and communication technology with the aim of open, non-discriminatory and efficient procurement through transparent procedures.
- **“Earnest Money Deposit (EMD)”** means a security from a bidder securing obligations resulting from a prospective contract award, set at Rs. 1,00,000/- (Rupees One Lakh Only) for this RFP.
- **“Head of the Organization”** means Managing Director of the Indian Ports Association.
- **“Quarter”** means a period of three (3) consecutive months according to the Christian calendar.
- **“Notice inviting tenders”** means a document and any amendment thereto published or notified by IPA, which informs the potential bidders that it intends to procure services.
- **“Proposal Due Date (PDD)”** means the last date and time for submission of Proposals as specified in the Schedule of Selection Process.
- **“Responsive bid”** means a bid that conforms to all material aspects and conditions specified in the Bid document; non-conforming bids shall be summarily rejected.
- **“Week”** means seven days without regard to the number of hours worked in any day in that week.

3 Instructions to the Bidders

A. General:

Electronic Tenders (Online) are invited by INDIAN PORTS ASSOCIATION (IPA) for “Selection of a Publication Agency under IPA”

3.1 Pre Bid Meeting

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

3.2 Registration of Bidders on the Portal

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

B. Cost of Tender Document & Bid Processing Fee

Bid document will be issued by IPA. Applicants shall have to furnish a non-refundable cost of tender document & bid processing fee amounting to Rs. 10,000/- (Rupees Ten Thousand only) pledged in favour of Indian Ports Association through NEFT in the designated bank account of IPA for which no exemption on any ground shall be provided.

3.3 Earnest Money Deposit (EMD)

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs. 1,00,000/- (Rupees One Lakh only) in the designated bank account of IPA as per following terms & conditions:

- i) While submitting their bid, the bidder shall upload the scanned Unique Transaction Reference (UTR) number details or any other electronic transaction details in the Form - 6 towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against the Performance Guarantee.
- iii) The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- iv) If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- v) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- vi) Any bidder who is claiming exemption from payment of EMD based on any Central/ State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in **Form – 6A**.

3.4 Designated Bank Account Details of IPA

Any payments related to the bid process shall be made to IPA's designated bank account as follows:

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

3.5 Performance Security

The Selected bidder shall submit performance security, which shall be 10% of the accepted tender cost/ awarded cost/ agreement value and shall be in form of an irrevocable and irreversible bank

guarantee/Demand Draft/Insurance surety bonds/Fixed Deposit Receipt. The performance security shall be submitted by the selected bidder within 07 working days from receipt of Letter of Award, pursuant to which the Agreement shall be signed within 15 working days from issuance of letter of award. The performance security shall remain with IPA for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Agency. On expiry of a period of 60 days beyond the contractual obligations, the Managing Director shall, on demand from the Agency, refund to him the performance security (without any interest) provided the Managing Director is satisfied that there is no demand outstanding against the Agency. The performance security will be forfeited and credited to the IPA's account in the event of a breach of contract by the Agency/ termination of contract under any clause(s) of the contract. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to IPA's any other right or remedy hereunder or in law or otherwise, the Performance Security, as available, shall be forfeited and appropriated by IPA in lieu of compensation and damage payable to IPA for, inter alia, the time, cost and effort of IPA in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices as specified in this RFP;
- b) If the Applicant is found to have a Conflict of Interest as specified in this RFP; The Bank Guarantee shall be submitted as per format provided in **Annexure – C** for performance security.

3.6 Expenses incurred by the Bidder

- i) IPA shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.
- ii) The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, and visits to IPA. IPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

3.7 Bidder's Responsibility

- i) The bidder, at the bidder's own responsibility and risk are encouraged to examine the requirements of IPA and obtain all information that may be necessary for preparing the bid and entering into a contract.
- ii) Applicants must read carefully the minimum conditions of eligibility (the "Pre-qualification criteria") provided in this document. Proposals of only those Applicants who satisfy the Conditions of Minimum Eligibility will be considered for evaluation.
- iii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and all conditions likely to be encountered during the execution of the work thereof.
- iv) Further the Bidder undertakes (if his tender is accepted) that he has to enter into and execute when called upon to do so, a Contract Agreement as provided in the document with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement.

between IPA and the Agency.

- v) The Bidder shall furnish a certificate of Acceptance on technical and commercial terms and conditions in the enclosed **Form - 10**.
- vi) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, shall furnish a declaration and undertaking as in the enclosed **Form – 6A**. *Please note that such exemptions will be only for the EMD and does not cover the cost of tender document and bid processing fee which is payable and non-refundable.*
- vii) The Bidder shall submit a declaration as provided in the **Form - 10** of the bid document that the Bidder has no litigation or arbitration proceedings against IPA and that the bidder has not been blacklisted or debarred as on the date of submission of bid from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.
- viii) The Applicant should submit a Power of Attorney as per the format at **Form – 4** provided, however, that such Power of Attorney would not be required if the Application is signed by the proprietor of the company.

3.8 Number of Proposals

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

3.9 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from IPA;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP;
- d) satisfied itself about all matters, things and information necessary for submitting an informed Application;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

IPA shall not be liable for any omission, mistake or error on account of any matter arising out of or relating to the RFP or the Selection Process.

3.10 Declaration by the Bidder

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

3.11 Transfer of Bid Documents

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

3.12 History of Litigation

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

3.13 Right to Reject Any or All Proposals

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

Without prejudice to the generality of the above, the IPA reserves the right to reject any Proposal if:

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

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

3.14 Incomplete Details and Canvassing

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

3.15 Fraud and Corrupt Practices

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

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

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

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the IPA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time

prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IPA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical agency/ adviser of the IPA in relation to any matter concerning the Project;

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

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

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

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

3.16 Amendments of RFP

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

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

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

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

3.17 Clarifications

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

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

3.18 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

3.19 Format and Signing of Proposal

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

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

- a) by a partner, in case of a partnership firm and/ or a limited liability partnership;
- or
- b) by an authorized representative possessing a valid Power of Attorney, in the case of a company or corporation, or by the owner in the case of a proprietorship firm

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

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

3.20 Correction /Variation

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

3.21 Conflict of Interest

- i) An Applicant shall not have a conflict of interest that may affect the Selection Process (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IPA shall forfeit and appropriate the Performance Security, as available, as mutually agreed genuine pre-estimated compensation and damages payable to IPA for, inter alia, the time, cost and effort of IPA including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to IPA hereunder or otherwise.
- ii) IPA requires that the Agency provides professional, objective, and impartial advice and always hold IPA’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IPA.

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

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

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

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

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

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

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

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

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

h) the Applicant or Associate (or any constituent thereof), and the Applicant or concessionaire if any, for the Project, its adviser(s) or sub-adviser(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or

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

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

An Applicant eventually appointed as Agency for this Project, its Associates, affiliates and the Agencies, shall be disqualified from subsequently providing goods or works or services related to the assignment and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any other assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to works, goods and services performed for IPA in continuation of this assignment or to any subsequent assignment performed for IPA in accordance with the rules of IPA. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the firm (to which Agency belongs), as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that:

- a) any member of an Applicant was a partner or an employee of another firm, which attracts the provision relating to Conflict of Interest hereunder; and
- b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Agency shall be deemed to suffer from Conflict of Interest for the purpose hereof.

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

3.22 Signing of the Bid Documents

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in Annexure - A) to be uploaded by the Bidder,

which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in Form – 4 of the bid document, before submission of the tender.

3.23 Bid Submission

- a. Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexures and forms and fill up the same. A scanned copy of such filled up bid document shall be submitted online through the CPP Portal using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents in the form and manner as mentioned in the "**Qualification and Responsiveness Information of Annexure - A**" of the bid document.
- b. The bid follows e-tender system and bidders are required to submit techno commercial / qualification details in Technical Bid and Price bid separately in Financial Bid electronically. Both shall be submitted simultaneously.
- c. Both Part I and Part II bid documents are required to be submitted only through the above mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.
- d. The Applicants shall submit the Proposal with all pages numbered serially and by giving an index of submissions only in the CPP Portal. There will be no hard copy submissions.
- e. The Technical Proposal shall be signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialled by the person or persons signing the Proposal.
- f. The completed Proposal must be submitted on the CPP Portal before the specified due date. Proposals submitted in any other form shall not be entertained.
- g. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include copies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

3.24 Proposal Due Date

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

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

3.25 Late Proposals

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

3.26 Uploading of Bid Documents

- i. The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at

his own risk and cost and IPA will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.

- ii. The terms of the tender schedule, conditions of the Agency, any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E-tender portal or format for Tenders Acceptance letter is attached Form – 10.
- iii. In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

3.27 Quoting for the Price Bid

- i. The bidder shall quote the rate /price for the assignment as per format specified in Part – II Price Bid (Annexure – B1)” only in the CPP Portal. The Technical bid shall not contain any price.
- ii. The quoted rates shall be deemed to be inclusive of all taxes, duties and levies except GST. GST as applicable shall be reimbursed over and above the quoted rates on production of documentary evidence.

3.28 Bid Opening

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

3.29 Bid Validity

The Bid Proposal shall be valid for a period of 90 (Ninety) days from the Proposal Due Date.

3.30 Payments Currency

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

3.31 Communication for Information

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

REQUEST FOR PROPOSAL (RFP) for ***“Selection of Publication Agency under IPA”***

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

Managing Director,
Indian Ports Association,
1st Floor, South Tower,
NBCC Place, Bhisham Pitamah Marg, Lodhi Road,
New Delhi -110003.
Tel. No. 0091-011-24369061/63, 24368334

4 Selection Process

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

4.1 Brief Description of the Selection Process

IPA has adopted a single-stage two-cover process using Quality and Cost Based Selection (QCBS) 60:40. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of technically qualified applicants shall be prepared. In the second stage, financial proposals of the qualifying Bidders shall be opened and evaluated. Proposals will finally be ranked according to their combined technical and financial scores. The first-ranked Applicant shall be called for negotiation, if necessary, while the second-ranked Applicant will be kept in reserve.

4.2 Technical Proposal

Applicants shall submit the technical proposal in the formats as specified at **Annexure – A**. While submitting the Technical Proposal, the Applicant shall ensure that:

- a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- b) power of attorney, if applicable, is executed as per Applicable Laws;
- c) The RFP document duly signed on all pages is submitted;
- d) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

Failure to comply with the requirements spelt out above shall make the Proposal liable to be rejected. IPA reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by IPA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IPA there under.

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

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

4.3 Financial Proposal

Applicants shall submit the financial proposal in the formats specified at Annexure – B1 only in the CPP Portal, clearly indicating its quote for the assignment in Indian Rupees.

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

- a) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it may be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall consider all expenses and tax liabilities excluding GST. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws. GST will be paid only after submission Tax Invoice and proof of filing returns (GSTR-1 & GSTR-3B) and appearing of same in GSTR-2A.
- c) Costs (including break down of costs) shall be expressed in INR.

4.4 Pre-Qualification (PQ) Criteria

S. No.	Basic Criteria	Description	Documents Required
1.	Statutory Requirements	• The bidder must be an Indian entity registered under applicable laws and has been in existence for at least five years. • The bidder must have a valid GST Number and PAN Card in India. • The bidder must have completed balance sheets for any three of the last four financial years (i.e. FY 2022-23, FY 2023-24, FY 2024-25 & FY 2025-26) and any other financial statements that demonstrate its financial stability and compliance.	• Copy of Certificate of Incorporation/ Registration • Copy of the work orders/ completion certificates • Valid GSTIN and copy of GST Registration Certificate • Valid PAN Card • Copy of audited Profit & Loss Statement OR Certificate from the Statutory Auditor
2.	Blacklisting	The bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Central/ State Government Organization and should not have been blacklisted as on the date of submission of bid.	Undertaking to this effect on company's letter head signed by company's authorized signatory
3.	Litigations	The bidder should not have any pending litigation or disputes that could adversely impact the performance of the contract and should disclose pending litigation or disputes against him before any court of law or tribunal or arbitrator or any other institution / organisation.	Undertaking to this effect on company's letter head signed by company's authorized signatory

S. No.	Basic Criteria	Description	Documents Required
4.	Past performance of the Applicant	A bidder or its Associate should not have been imposed any penalty by an arbitral or judicial authority through a judicial pronouncement or arbitration award.	Undertaking to this effect on company's letter head signed by company's authorized signatory.
5.	Technical Capability	• Technically qualified and financially sound Publishing companies, having experience of publishing at international level consumer and/ or customer Magazines. • Must have executed at least three national/ international advertisement/ publication projects in the last three financial years (i.e. 2023-24, 2024-25 & 2025-26). • Should have executed at least one assignment with Central/State Government bodies. • Should have experience in publishing content for awards, conferences or webinars. The bidder will have to submit samples of their work.	• Previous Work Orders /Completion Certificates /Phase Completion Certificates • Any other evidence document
6.	Experience	The Publishing Company should have minimum 05 years of experience in the advertisement/ publication domain. The bidder will have to submit samples of their work.	• Work orders/ Completion Certificate/ Partial Completion Certificates • Any other evidence document
7.	Financial Capacity	The Applicant shall have minimum average annual turnover of Rs. 50 Lakh in any three of the last four financial years (i.e. FY 2022-23, FY 2023-24, FY 2024-25, FY 2025-26).	The applicant shall enclose with the bid a CA certificate along with the Balance Sheet and Profit & Loss Statement for any three of the last four financial years (FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26) issued by its statutory auditors/CA

4.5 Technical Evaluation Criteria

Technical Bids would be opened only for those agencies who are qualified and short-listed based on the documents submitted/ presentation. If a Technical Bid is determined as not substantially

responsive, the committee will reject it. The parameters to be used for technical evaluation are as follows:

S. No.	Details of Criteria	Maximum Score	Scoring Guidelines	Supporting Documents
1.	Bidder's average annual turnover in any three of the last four financial years (i.e. FY 2022-23, FY 2023-24, FY 2024-25, FY 2025-26)	15	Between 50 to 60 Lakhs- 09 Marks More than 60 and up to 70 Lakhs- 12 Marks More than 70 Lakhs- 15 Marks	A certificate duly certified by the statutory auditor/ Chartered Accountant of the Agency mentioning the average annual turnover in advertisement / publication only for any three of the last four audited financial years (i.e. FY 2022-23, FY 2023-24, FY 2024-25 and FY 2025-26) along with the copy of audited balance Sheets and P&L.
2.	Bidder's experience in advertisement/ publication	10	05 Years experience – 06 marks More than 05 and up to 10 Years – 08 marks ; Above 10 Years – 10 marks	Notarized declaration from the Authorized Representative of the Agency with supporting documents to establish the working / running of agency for all the years for which experience has been claimed. Attach Copy of Incorporation Certificate.
3.	Completed Work Order Value in advertisement/ publication during the last three financial years	25	At least 03 completed work orders with every single work order value of more than Rs. 25 Lakhs - 15 marks At least 03 completed work orders with at least 01 international advertisement/ publication work with every single work order value of more than Rs. 25 Lakhs - 20 marks At least 03 completed work orders, including at least 02 international advertisement/publication works, each with value more than Rs. 25 Lakhs– 25 marks	Related work orders/ completion certificate of executed advertisement / publication works.
4.	Public Sector Experience	10	Executed at least one assignment with Central/State Government	Copies of published magazines / links; work orders/ completion

S. No.	Details of Criteria	Maximum Score	Scoring Guidelines	Supporting Documents
			bodies – 06 marks Executed at least two assignments with Central/State Government bodies – 08 marks Executed more than three assignments with Central/State Government bodies – 10 marks	certificates; published content samples, event publications, brochures or related proofs.
5.	Technical PPT on proposed methodology, demonstration, Work plan, approach & methodology for completing the work: I. Agency's Profile, Past Experiences, List of Clients II. Team members with experience, List of Channels / handles in various categories, social media channels/ handles in various sectors III. Way forward for the promotion of Brands in global market through their network	40	Technical Presentation shall be reviewed by the committee constituted by IPA which shall assign score to each bidder's presentation	Technical Presentation to be made before the committee (Detailed presentation to be submitted along with the bid; no changes allowed once the bid is opened).
	Total	100		

4.6 Quality-Cost Based Selection (QCBS):

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

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

1. Technical Bid Score: 60% (The bidder who secures maximum marks shall be given a Technical score of 100 and then pro-rata calculations for successive bidders with respect to their technical score).

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

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

(Adjusted to two decimal places)

The minimum technical qualifying threshold shall be applied to the raw technical marks obtained out of 100 under the criteria at Clause 4.5 (i.e. before normalisation). Only those Bidders who secure 60 or more raw marks out of 100 in the technical evaluation shall be declared technically qualified for opening and evaluation of their 'Financial Bid'; Bidders securing less than 60 raw marks shall be rejected. The raw technical marks of the qualified Bidders shall thereafter be normalised in accordance with the formula above, assigning a Technical Score (Ts) of 100 to the highest scorer and pro-rata Technical Scores to the remaining qualified Bidders for the purpose of computing the Total Evaluated Score.

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

Financial Quote of any bidder = F

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

(Adjusted to two decimal places)

Any monetary figure in decimal shall be rounded off to the nearest INR.

Total Evaluated Score = 0.60 Ts + 0.40 Fs

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

5. SCOPE OF WORK

5.1 Background

The Indian Ports Association (IPA) invites proposals from qualified firms with expertise in magazine publication to conceptualize, design, and publish a high-quality magazine aligned with the objectives of the IPA. The magazine will serve as a platform to showcase achievements, trends, and opportunities in the maritime sector.

5.2 Scope of Work

The selected Agency will be required to edit, design, write, proof, prepress, print and distribute the Quarterly magazine to promote Central Government schemes / programs / policies / initiatives / events etc. on behalf of the Indian Ports Association (IPA). The scope shall include, but not be limited to, the following:

- Theme based edit, design, write, proof, prepress, print and distribution of the Magazine.
- The contents of the Magazine shall be provided by the publisher. The design and content will be developed in collaboration with IPA.
- The scope of designing and developing the magazine includes all pre-printing work, based on the text and figures provided by IPA and created by the publisher. The selected bidder will be responsible for editing and design, incorporating the corrections / changes suggested by IPA and, after approval by IPA, final printing of the magazine.

**The scope of work for the Quarterly Maritime Publication under IPA
(Indicative only – the actual quantity & scope may vary during execution of work)**

Detailed Scope to be executed by Publication Agency	
Size (magazine)	210mm x 273mm
Theme and Cover Design	Theme and Cover Design of the magazine must be designed and conceptualized in a way that will explain IPA's functions viz. Supervision, Financing and Promotion and Development. It will also encompass the theme of the quarter.
Name / Title of the Publication	The publication agency shall be responsible for suggesting various options for title of the publication which shall be finalized by IPA.
Subject Matter	Editorial content plan must match the content verticals desired by IPA and reflect its core vision and areas of jurisdiction.
Content	The publication agency shall be responsible for planning and creating all the content for the publication for every Quarterly edition.
Endorsements	The publication agency shall be responsible for getting all kinds of support and endorsements for the publication.
Sales & Business Plan	The publication agency shall be responsible for making a robust sales & business plan for wider coverage and revenue for the publication and shall execute the same after obtaining necessary approval from IPA.
Advertisement Plan	The publication agency shall be responsible for making a lucrative yet revenue generating advertisement plan to onboard maximum

Detailed Scope to be executed by Publication Agency	
	sponsors and shall execute the same after obtaining necessary approval from IPA.
Publicity Plan	The publication agency shall be responsible for making a good publicity plan for expanding the network and coverage of the publication including but not limited to print & electronic media, social media, digital media, outdoor publicity and any other publicity means.
Coverage of Government Initiatives	The publication agency in every Quarterly edition shall ensure good coverage of all initiatives undertaken by the Government of India and its organizations, IPA and any other organization suggested by IPA.
Cover page (Specification)	220 GSM ART Paper with gloss finish, with UV on Cover Page.
Quality of Language	The publication's content should meet, both in design and language, the highest standards of English and employ editorial standards utilised as 'best in class' consumer / B2B publications.
Quality of Coverage	The agency should observe coverage of the industry leaders and thought leaders across all bodies recommended by IPA, utilising the highest standard of editorial approach.
Quality of design	The agency should employ the highest standard of design and photography to ensure that the magazine maintains a truly contemporary look and feel relevant to its core audience.
Inside pages (Specification)	70 GSM LWC / MWC.
Inside pages (Designing)	In tune with theme and content of the magazine.
Printing	4+4 colour.
Approximate number of pages	80 plus.
Extra pages	Any extra pages, if required, shall be mutually agreed and priced by reference to the quoted Quarterly Publication & Professional Fee on a pro-rata basis.
Number of Hard Copies	Minimum 500 copies per quarter
Extra Copies	Any extra copies, if required, shall be mutually agreed and priced by reference to the quoted Quarterly Publication & Professional Fee on a pro-rata basis.
Binding	Perfect Binding.
Printing Duration	5 days after approval of final version.
Digital Edition	The publication agency shall be responsible for rolling out the digital / online edition of the Quarterly publication as per the requirement of IPA. For this purpose, no extra charge or payment shall be given.
Selling Price of the Publication	The Publication including digital / online edition shall be priced at an appropriate rate at the sole discretion of IPA.

Detailed Scope to be executed by Publication Agency																													
Sales/ Advertisement Proceeds	All sales proceeds accruing on account of publication membership / copies sales, advertisements, endorsements and any other revenue shall be collected and deposited in the designated bank account of IPA.																												
Revenue Sharing	In order to incentivize the agency, for the income received on account of the publication in any financial year will be shared between IPA and the Publication agency in the following manner. To arrive at the income from the publication for any financial year, the amount to be paid to the publication agency will be deducted from the net income received and the revenue share will be based on this amount. <table> <tr> <th rowspan="2">S. No.</th><th rowspan="2">Net Income</th><th colspan="2">Revenue Share in percentage</th></tr> <tr> <th>IPA</th><th>Publication Agency</th></tr> <tr> <td>1</td><td>Up to Rs. 10,00,000</td><td>50</td><td>50</td></tr> <tr> <td>2</td><td>More than Rs.10,00,000 and Up to Rs. 25,00,000</td><td>60</td><td>40</td></tr> <tr> <td>3</td><td>More than Rs. 25,00,000 and Up to Rs. 50,00,000</td><td>70</td><td>30</td></tr> <tr> <td>4</td><td>More than Rs. 50,00,000 and Up to Rs. 1,00,00,000</td><td>80</td><td>20</td></tr> <tr> <td>5</td><td>More than Rs. 1,00,00,000</td><td>90</td><td>10</td></tr> </table> Digital edition subscription/access revenue shall be treated at par with print sales proceeds for the purpose of revenue sharing. The provisional revenue share shall be given by IPA to Publication Agency within 30 days of completion of any financial year which shall be duly adjusted in due course once the accounts are finalized.			S. No.	Net Income	Revenue Share in percentage		IPA	Publication Agency	1	Up to Rs. 10,00,000	50	50	2	More than Rs.10,00,000 and Up to Rs. 25,00,000	60	40	3	More than Rs. 25,00,000 and Up to Rs. 50,00,000	70	30	4	More than Rs. 50,00,000 and Up to Rs. 1,00,00,000	80	20	5	More than Rs. 1,00,00,000	90	10
S. No.	Net Income	Revenue Share in percentage																											
		IPA	Publication Agency																										
1	Up to Rs. 10,00,000	50	50																										
2	More than Rs.10,00,000 and Up to Rs. 25,00,000	60	40																										
3	More than Rs. 25,00,000 and Up to Rs. 50,00,000	70	30																										
4	More than Rs. 50,00,000 and Up to Rs. 1,00,00,000	80	20																										
5	More than Rs. 1,00,00,000	90	10																										
Other terms & conditions	Quoted price shall include designing of cover & inside pages, layout, incorporating changes / corrections given by IPA, proof-reading of the entire publication, cost of formatting, page setting and designing. Improvements required, if any, must be carried out by the agency within a maximum of 4 days after proof reading. A digital PDF file (searchable) is required. An E-Book highlighting the main features of the magazine is to be provided. IPA reserves the right to accept or reject any quotation without assigning any reason.																												

5.3 Project Deliverables and Responsibilities

Prepare a comprehensive plan and execution strategy that includes the following:

- Design and layout of the magazine
- Content creation and curation
- Printing and production of physical copies
- Distribution of hardcopy to targeted audience and stakeholders
- Continuous marketing and promotional activities

The following responsibilities shall be undertaken by the agency, subject to discussions & requirement of IPA, with costs covered separately.

- Coordination for Maritime Excellence Awards feature
- Advise IPA on institution of Maritime Excellence Awards
- Organising Conferences/Conclave with various State Governments
- Digital and social media strategy for the magazine promotion
- Creation and integration of multimedia content (videos, infographics)
- Social media management and amplification (Facebook, Instagram, X)
- Influencer or partner collaborations for increasing the reach
- Establishing tracker for digital engagement and performance

6. General Conditions of Contract

The Agency is the successful bidder in the subject E-Tender published by IPA and being the successful bidder has agreed to the terms and conditions specified in the bid document for completing the above mentioned work more specifically detailed as per Scope of Work in the bid document. These General terms and conditions of this Contract shall also form part of this tender.

6.1 Consideration

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

6.2 Period of Contract

The Contract is for a period 02 years from the date of signing of contract agreement. Beyond 2 years there will be an option to extend the contract based on mutual consent.

6.3 Non-performance of Contract/ Breach of Contract

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

6.4 Malpractice or furnishing of false information

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

6.5 Negotiations

The Selected Bidder may, if necessary, be invited for negotiations for exploring possibility of arriving at a reasonable better offer and for re-confirming the obligations of the Agency under this Bid. Issues such as, understanding of the ToR, methodology and quality of the work plan shall be discussed during negotiations and re-confirmed.

6.6 Termination of Contract

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

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

6.7 Discontinuance by the Agency

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

6.8 Foreclosure of the Contract by IPA

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

6.9 Change in Constitution

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

6.10 Insolvency / Bankruptcy / Winding up, etc.,

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

6.11 Liquidated damages (LD)

If the Agency fails to adhere to the timelines prescribed for any stage of the assignment, a penalty of **0.2% of the total Contract Price per week** (or part thereof) shall be levied, subject to a cumulative maximum of **10% of the total Contract Price** across all stages. In case IPA incurs any additional cost due to such delay, the same shall be recoverable from the Agency's Performance Security or any amount due or becoming due to the Agency, in addition to the recovery of LD.

6.12 Penalty

The assignment shall be undertaken as per the scope of work defined in this RFP document. If the development does not take place as per the scope of work or is of inferior quality not acceptable to IPA then a penalty equivalent to the double value of such omission / reduction in the scope of work or quality shall be imposed on Agency subject to a maximum of 10% of the total value of Contract Price. In case IPA decides to develop the product for such scope of work or improve the quality of the product, any such additional cost incurred on it above the contract price shall be at the risk and cost of the Agency and shall be recovered from the Performance Security or any amount due or become due to be payable to the Agency.

6.13 Confidentiality

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

6.14 Damage to IPA

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

6.15 Indemnification

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

6.16 Changes in terms of a concluded Contract

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

6.17 Dispute Resolution

- i) In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably.
- ii) Any claim, dispute or difference relating to or arising out of this contract /tender shall be settled amicably between the parties as per the guidelines issued by [Ministry of Finance vide O.M. No.F.1/2/2024-PPD Dated 03.06.2024](#), as amended/superseded from time to time.
- iii) The contract shall be subject exclusively to the laws of India. Subject to the clause, the Courts at New Delhi shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. Any court case pertaining to this contract / tender shall lie within the jurisdiction of the court where the headquarters of IPA is situated.

6.18 Doubt and clarifications

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

6.19 Notice

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

6.20 Joint Venture

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

6.21 Sub-contracting

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

6.22 Applicable Law and Jurisdiction

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

6.23 Adoption

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

7. Special Conditions of Contract

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

7.1 Ownership

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

7.2 Miscellaneous

- i) The IPA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) call the Agency physically or through VC in order to receive updates, clarification or further information related to project;
 - b) retain any information and/or evidence submitted to the IPA by, on behalf of and/or in relation to the project;
 - c) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of the Agency.

The Agency shall be accessible through E-mail/Fax/Special Messenger/Phone from the IPA, which shall be acknowledged and responded immediately on receipt, on the same day, by the Agency.

Annexures and Forms

Annexure - A

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

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

S. No.	Documents detail	Document Reference	Uploaded Page Ref No.
1.	Bidder's Bid cover letter	Form -1	
2.	Particulars of the Bidder	Form -2	
3.	Statement of Legal Capacity	Form -3	
4.	Power of Attorney	Form -4	
5.	Declaration of Authorised Representative	Form -5	
6.	Transaction details for remittance of Earnest Money Deposit (EMD)	Form -6	
7.	Declaration & Undertaking by the Bidder claiming exemption from EMD payment based on any Central/State Government certification	Form -6A	
8.	Financial Capability of the Bidder	Form -7	
9.	Past Experience of the Bidder	Form -8	
10.	Experience / Completion / Performance Certificate	Form -8A	
11.	Details of TDS certificate	Form -8B	
12.	Declaration by the Bidder	Form -9	
13.	Tender Acceptance and Declaration on Litigation & Blacklisting	Form -10	
14.	Bank Mandate Form	Form -11	
15.	Pre-Bid Query Form (if applicable)	Form -12	
	Statutory and Supporting Documents		

16.	Certificate of Incorporation / Registration		
17.	Valid GST Registration Certificate		
18.	Valid PAN Card		
19.	Audited Profit & Loss Statements for FY 2022-23, 2023-24, 2024-25 & 2025-26		
	Work Orders / Completion Certificates / Partial Completion Certificates		
	TDS Certificates (for private sector experience)		
	Technical Presentation (PPT) – to be submitted with bid and presented to IPA		
	Any other evidence documents supporting eligibility and experience		

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

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

Place:

Date:

Signature and seal of the Authorized Representative of Bidder

Bidder's Bid Cover Letter

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

(Date and Reference)

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

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

Sub: Proposal for Selection of Publication Agency under Indian Ports Association

Dear Sir,

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

1. I/We acknowledge that the IPA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of selection as the Agency for the aforesaid Project.
3. I/We shall make available to the IPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the IPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We hereby give our consent to the IPA or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the IPA to verify statements and information provided in this application or regarding our competence and standing.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Board or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or

contract by any public Board nor have had any contract terminated by any public Board for breach on our part.

7. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the IPA;
 - b. I/We do not have any conflict of interest in accordance with the provisions mentioned in the RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the IPA or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Applicants in accordance with provisions of the RFP document.
9. I/ We declare that we are not a Sub-Agency in any other Proposal applying for Selection as an Agency under this RFP.
10. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Board which would cast a doubt on our ability to undertake the Publication Services for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory Board is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers / employees.
13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by IPA [and/ or the Government of India] in connection with the selection of agency or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/ We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Publication Services for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/ We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form - 4.
17. In the event of my/our firm being selected as the Agency, I/ we agree to enter into an Agreement with IPA. We agree not to seek any changes in the form and agree to abide by the same.
18. In the event of my/ our firm being selected as the agency, I/ we agree and undertake to provide the services of the Team Leader in accordance with the provisions of the RFP and that the Team Leader

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

19. I/ We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by IPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Publication Services.
 20. The Financial Proposal is being submitted in the CPP Portal. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
 21. I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.
- In witness thereof, I/ we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal/ stamp of the Applicant)

Particulars of the Bidder

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

S.No.	Particulars	Details
i.	Name of Firm:	
ii.	Country of incorporation:	
iii.	Registered address:	
iv.	Year of Incorporation:	
v.	Year of commencement of business:	
vi.	Principal place of business:	
vii.	Name, designation, address and phone numbers of authorized signatory of the Applicant:	
viii.	Name:	
ix.	Designation:	
x.	Company:	
xi.	Address:	
xii.	Phone No.:	
xiii.	Fax No.:	
xiv.	E-mail address:	
(Signature, name and designation of the authorized signatory) For and on behalf of 		

Statement of Legal Capacity

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

(Date and Reference)

To,

The Managing Director

Indian Ports Association

1st Floor, South Tower

NBCC Place, Bhisham Pitamah Marg

Lodhi Road

New Delhi 110003

Sub: Proposal for **Selection of Publication Agency under Indian Ports Association**

Dear Sir,

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Power of Attorney

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 2026

For

(Signature, name, designation and address)

Witnesses:

1
2

Notarized Accepted

.....

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

Note:

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

Declaration of Authorised Representative

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

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

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

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

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

Signature of Authorized Signatory

Name:.....

Description:

Place:

Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual Authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.

3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

Transaction details for remittance of Earnest Money Deposit (EMD)

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

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

(Signature, name and designation of the authorized signatory)

For and on behalf of

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

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

Date:

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

Note:

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit and no exemption shall be given for payment of Cost of Tender Document and the application will not be considered for evaluation in case the cost of tender document is not paid.

Declaration:

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

(Signature, name and designation of the authorized signatory)

For and on behalf of

(With Company Seal & Signature)

Financial Capability of the Bidder

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet/Chartered Accountant's Certificate with UDIN for the last four financial years shall be given as under

S. No.	Financial year	Total Turnover (in INR)	Uploaded page no. reference
1.	Year 2022-23	Rs.....	
2.	Year 2023-24	Rs.....	
3.	Year 2024-25	Rs.....	
4.	Year 2025-26	Rs.....	

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:.....

Name.....

Date:

Designation.....

Business Address:.....

Seal

Past Experience of the Bidder

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

Details of Similar Past Experience

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

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form - 8A have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in Form – 8B only then the experience will be considered.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:.....

Name

Date:.....

Designation

Business Address:

Seal

Experience / Completion / Performance Certificate

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

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

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

(Signature)

Place:

Name

Date:

Designation

Organization with Address.....

.....

Seal

Note:

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

Details of TDS Certificate

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

Place:.....

Name

Date:.....

Designation

Business Address:.....

Seal

Declaration by the Bidder

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

To

The Head of the Organization.

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

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

Witness's Signature

Name:

Address:

Tel. /Mobile No:

Date:

Bidder's Signature

Name:

Address:

Tel./Mobile No:

Date:

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

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

Sub: Proposal for Selection of Publication Agency under IPA

Sir,

WE DECLARE THAT:

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

6. The corrigendum(s) issued from time to time by Indian Ports Association for the above subject work has also been taken into consideration, while submitting this acceptance letter.

7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.

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

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

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

2) Name & Address

Bank Mandate Form
(Bank account details of the bidder)

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

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

Name & Seal of the Bank with Date

Prebid Query Form (in word format)

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

(Signature, name and designation of the authorized signatory)

For and on behalf of

Financial Proposal

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

Sub: Proposal for Selection of Publication Agency under IPA

Sir,

I/ We, (Applicant's name) herewith enclose the Financial Proposal (Quarterly Publication & Professional Fee, inclusive of all expenses and taxes excluding GST) for selection of my/our firm as Publication Agency for IPA. I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Notes:

1. The fee payable to the Publication Agency shall cover the costs of telephone/fax, photocopying, couriers and postage, collections and deliveries, travelling expense, stationery, costs of support staff and counsel fee, overheads, etc., including all taxes and duties except GST. No additional charges in respect thereof shall be due or payable. The fees shall be limited to the amounts indicated in the financial quote and no escalation on any account will be payable.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.
3. There will be no hard copy submission and the price bid shall be uploaded only in the CPP Portal.

Format of Price Bid

(To be submitted on the CPP Portal only)

Name of the Bidding Agency: _____

Sl.	Item Description	Quantity	Unit	Unit Rate Per Quarter (in Rs.) [Excluding GST]	Total Amount Quoted for 2 Years (in Rs.) [Excluding GST]
1.	Quarterly Publication & Professional Fee — conceptualizing, editing, writing, design, content creation, proof-reading, prepress, printing (approximately 80 pages including cover pages, 4+4 colour, 220 GSM cover with UV, 70 GSM LWC/MWC inside, perfect binding) and distribution of minimum 500 copies per quarter, including the digital / online edition; inclusive of all costs, overheads and taxes except GST.	8 (2 years × 4 quarters)	Quarter		
	Total Bid Price (Excluding GST)				

Note : The amount is to be quoted only in the Financial bid. No amount is to be quoted in the Technical bids and such bids shall be rejected.

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

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

the said Agreement have been fully and properly carried out by the said Agency's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the IPA but at the cost of Agency renew or extend this Guarantee for such further period or periods as the IPA may require.

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

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

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

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

Name & Seal of the Bank with Date

Contract Agreement Form

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

This AGREEMENT is made on this day ofMonth of Two Thousand and Twenty-Six (2026) between Indian Ports Association, an apex body of Major Ports constituted in 1966 under Societies Registration Act, represented by its Managing Director having its office at 1st Floor, South Tower, NBCC, Bhisham Pitamah Marg, Lodhi Road, New Delhi 110 003(herein after referred to as the Association which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

and

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

WHEREAS Indian Ports Association, New Delhi is desirous of the work comprising selection

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

WHEREAS the Agency has furnished a sum of Rs /-

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

1. Disclaimer
2. RFP Notice
3. Introduction
4. Glossary
5. Instructions to Bidders
6. Scope of Work
7. General Conditions of Contract

8. Special Conditions of Contract
9. Annexures and Forms
10. Any Corrigenda / Addenda / Clarifications issued by IPA
11. Any response to Pre-Bid Queries issued by IPA
12. Price Bid
13. Work Order No.....
14. Any correspondences and documents that are touching the RFP/Contract.

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

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

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

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

The thereof, has set his Hand in the presence of

Indian Ports Association

Signed and sealed by

The Agency in the presence of

Witness with signature

1) Name & Address 2) Name & Address

.....
