



RFP/TENDER No.: FA/CASH/ECB/01

Request for Proposal

For

Appointment of Financial Consultant cum Arranger for preparation of Medium-to-Long term Credit Plan and assist Kandla Port Trust for raising Resources (Debt Syndication) in US Dollar

**Kandla Port Trust
Administration Office Building,
Gandhidham - 370201,
Kutch, Gujarat**

TENDER NOTICE NO. FA/CASH/ECB/

Financial Advisor and Chief Accounts Officer, KPT, invites tender for "Appointment of Financial Consultant cum Arranger for preparation of Medium-to-Long term Credit Plan and assist Kandla Port Trust for raising Resources (Debt Syndication) in US Dollar"

EMD: Rs. 1.50 lakhs

Last date and time of submission of E-tender only on: 26.12.2016 upto 14.00 Hrs. website <https://kpt.nprocure.com>:

Date and time for opening of E-tender: 26.12.2016 14:02 hrs.

Tender can be downloaded from web site <https://kpt.nprocure.com> , <http://kandlaport.gov.in>. and <http://eprocure.gov.in>

Corrigendum, if any, will be placed on website only.

F.A.& C.A.O.
Kandla Port Trust

TABLE OF CONTENTS

| Chapter No. | DESCRIPTION | PAGE NO. |
|--------------|--|----------|
| | Disclaimer | |
| | Request for Proposal | |
| | Tender Notice | |
| 1 | Instructions to Bidders | |
| | A Bidding Process | |
| | B Evaluation Process | |
| 2 | Conditions of Eligibility | |
| 3 | Contents of Proposal | |
| 4 | Terms of Reference (Scope of Services) | |
| 5 | Schedule of Payment | |
| 6 | Conflict of Interest | |
| 7 | Termination & Arbitration | |
| 8 | Other Terms of the Services | |
| ANNEX | | |
| 1 | Proposal Covering Letter for Proposal Submission | |
| 2 | Format for Power of Attorney for Signing of Proposal | |
| 3 | Format for Performance Security | |
| 4 | Evaluation Criteria | |
| 5 | Format for Financial Proposal | |
| 6 | Format of Agreement | |

SCHEDULE OF BIDDING PROCESS

| S. NO. | EVENT DESCRIPTION | DATE |
|---------------|---------------------------------------|---------------------------------|
| 1 | ISSUE OF RFP TO APPLICANTS | 25.11.2016 |
| 2 | LAST DATE FOR RECEIVING QUERIES | 5.12.2016 1100 hrs. |
| 3 | PRE BID MEETING | 5.12.2016 11:30 hrs. |
| 4 | LAST DATE FOR SUBMISSION OF PROPOSALS | 26.12.2016 upto 14.00 hrs |
| 5 | OPENING OF TECHNICAL PROPOSAL | 26.12.2016 14:02 hrs. |

DISCLAIMER

This Request for Proposal (RFP/Bid) is issued by Kandla Port Trust (KPT).

The RFP is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Kandla Port Trust, nor any of its officers or employees accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law any liability thereof is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither Kandla Port Trust nor any of its officers and employees undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP and is advised to carry out its own investigation into the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed assignment and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, targets and forecasts with respect to the proposed assignment. Such statements, targets and forecasts reflect various assumptions made by the management of Kandla Port Trust, which assumptions (and the base information on which they are made) may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied upon as, a promise, representation or warranty. Kandla Port Trust accepts no responsibility for statement made in any advertisement or other material and any one placing reliance on any other source of information would be doing so at his own risk and responsibility.

REQUEST FOR PROPOSAL
Kandla Port Trust
RFP/TENDER No. FA/CASH/ECB

Competitive Bidding under Two Stage Bidding Process for selection of a Financial Consultant cum Arranger (Debt Syndication) for preparation of Medium to Long Term Credit Plan and Assist Kandla Port Trust for raising resources/ Debt Syndication in US Dollar

1. The Kandla Port Trust (hereinafter referred to as the employer) invites Technical and Financial Proposal from the Bidders, who are category-I Merchant Bankers approved by SEBI and/or the bidder along with its associates as listed in Bloomberg Global Syndicated Loans League tables of calendar year 2015 interested in preparation of Medium-to-Long term Credit Plan and assist Kandla Port Trust in raising funds in 'US Dollars'.
2. The scope of work includes preparation of Medium-to-Long term Resource-cum Credit Plan and assist in raising resources in 'Dollar' denomination.
3. An agreement will be drawn up between KPT and the Successful Bidder.
4. Interested parties may download the Request for Proposal documents (the "RFP" document) from our website www.kpt.gov.in or from the site <http://eprocure.gov.in> from 25.11.2016 to 26.12.2016 upto 1400 hrs.
5. For submission, evaluation and selection of a Financial Consultant a '**Two Stage**' process is to be followed. The Bidders would be required to meet the minimum threshold technical and financial capability criteria and qualify for undertaking the Project as set out in this RFP. This qualification assessment would be carried out as part of the current bidding and evaluation process. The Financial Proposal of only those Bidders that possess the minimum threshold Technical capability would be opened and evaluated.
6. All RFP submissions would be evaluated in terms of financial and technical capability of the Bidder.
7. KPT shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all applications without assigning any reason thereof.
8. The RFP document contains information about the assignment, bidding process, Proposal submission, and Technical and Financial Proposal requirements.
9. RFP must be submitted on or before 1400 hrs on 26.12.2016 in the manner specified in the RFP document.

KANDLA PORT TRUST
Notice Inviting Online Tender

| | |
|---|---|
| Department Name | Finance Department |
| Section | Cash Section |
| Tender Notice No. | FA/CASH/ECB |
| Name of work | Tender for selection of Financial consultant cum Arranger for preparation of Medium –to-long Term Credit Plan and assist KPT for raising resources/Debt Syndication in US Dollar only Through Online e-Tendering Mode |
| Estimated ECB Value (INR) | Rs.500 to 1000 Crores |
| Period of completion | The work shall be treated as complete after disbursement of first instalment of ECB/ foreign currency loan. The details of Time Schedule shall be as per Chapter 5 |
| Bidding Type | Open |
| Tender Currency Type | Single Currency |
| Tender Currency Settings | Indian Rupee (INR) |
| Joint Venture | Not Applicable |
| Rebate | Not Applicable |
| Bid Document Fee : | Rs. 10000/- (Rs. Ten Thousand Only) |
| Bid Document Fee Payable To: | F.A. & C.A.O., Kandla Port Trust, Gandhidham |
| Bid Security/ EMD (INR) : | Rs. 1.50 lakhs |
| Bid Security/ EMD (INR) In Favour Of : | F.A. & C. A. O., Kandla Port Trust, Gandhidham |
| Bid Document Downloading Start Date | 25.11.2016 |
| Bid Document Downloading End Date | 26.12.2016 upto 1400 Hrs |
| Date & time of Pre Bid Meeting | 5.12.2016 11.30 hrs. |
| Place of Pre Bid Meeting | Old Board Room, Administrative Office Bldg., Kandla Port Trust, Gandhidham, Kachchh-Dist.-Gujarat |
| Last Date & Time for submission of Bids | 26.12.2016 upto 14.00 Hrs. on https://kpt.nprocure.com |
| Bid Validity Period | 120 Days |
| Remarks | E.M.D. & Bid Document Fees shall be submitted in the form of Demand Draft shall be submitted in electronic format through online (by scanning) while uploading the bid. Technical Bid of only those firms shall be opened whose E.M.D. & tender fee is received electronically. |

| | |
|--|---|
| | |
| Technical Bid Opening Date | 26.12.2016 14:02 hrs. |
| Commercial Bid (price bid) Opening Date | Will be intimated to the technically qualified bidders. |
| Documents required to be submitted by scanning through online. | <p>a. EMD & Tender fee</p> <p>b. Documents required as per Chapter 3</p> <p>For the purpose of realization, the bidder shall send the all above documents in original/notarized copies to F.A.& C.A.O KPT <u>within seven days of last date of opening of the Bid</u> through post or by hand.</p> |
| Officer Inviting Bids | F.A.& C.A.O., Finance Department, Kandla Port Trust |
| Bid Opening Authority | F.A.& C.A.O., Finance Department, Kandla Port Trust |
| Address | <p>FA & CAO Kandla Port Trust Administrative Building, Gandhidham-370201, Kutch, Gujarat Phone : 91 (2836) 237534, 221648, 220047 Fax : 91 (2836) 220047 Email : facao@kandlaport.gov.in</p> |
| Contact | <p>Phone: + 91-2836-237534, 221648, 220047 Fax: + 91- 2836 - 220047</p> |

Note: Instructions for Tenderer:-

- KPT invites Tenders for various works through online/e-tendering mode only. It is advised that all the bidders who wish to participate in E-tendering shall visit the website n-code solutions
- Bidders will have to register with n code solutions for online/ e-tendering.
- In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address: -

(n) code Solutions-A division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

- KPT will not entertain and will not accept any reasons of
 - Tenderer for Net Connection Failure / Electric Current Failure
 - Any issues during on line filling / updation of tender.
 - Tenderer should be aware of all these facts and shall take all due care to upload his tender documents on portal well in advance.
 - KPT will not take any liabilities and claims for failure of Network and problem arise during submission of online tender.

Chapter 1 RFP :: INSTRUCTIONS TO BIDDERS

A. BIDDING PROCESS AND GENERAL GUIDELINES

1.1 BACK GROUND / INFORMATION

1.1.1 KPT is in the process of taking up various projects such as construction of two berths, one oil jetty, Railway Over Bridge, Mechanized Fertilizer Plant etc. The ambitious project of Small Industrial Port City is also under the process of approvals.

1.1.2 Kandla Port Trust (KPT), a Major Port Trust of India under the administrative control of Ministry of Shipping proposes to appoint an Agency to study and analyse the pattern and quantum of KPT's financial resources and taking in to account the projected resource requirements and availability of income of Port and Dock Charges in 'Dollar denomination', assist in initially preparing a credit strategy for KPT, advice to develop a detailed Medium-to-Long term Resource-cum-credit plan and also assist KPT in raising resources from the market/ Debt Syndication in US Dollars. The services of the consultant will be required for entire range of activities given in **Chapter - 4** herein after. The consultants are required to submit Bid along with financial proposal. However, KPT has the right to add related or delete unrelated activities given in the scope of work during contract period.

1.1.3 Period of completion

The work shall be treated as complete after disbursement of first instalment of ECB/ foreign currency loan. The details of Time Schedule shall be as per Chapter 5.

1.2 Two stage bidding process

1.2.1 For selecting a party to undertake the above assignment, KPT plans to carry out a two stage bidding process. The current Proposal is to be submitted in two parts, viz.:

Part 1: Technical Proposal

Part 2: Financial Proposal

The evaluation of the Proposals would be carried out in two stages.

Stage 1: This would be the Technical proposal involving a check of Test for Responsiveness, Bid Security and Technical Qualification. The Technical Proposal would also include technical and financial capabilities information of the parties for undertaking the Project, which would be evaluated.

Stage 2: Based on Stage 1 evaluation, only those Proposals that meet the minimum threshold technical and financial capabilities as set out in this RFP for the assignment would be short listed for future technical evaluation and their Financial Proposal would be assessed for selecting the final Successful Bidder. Subsequently on selection of successful bidder Letter of Acceptance will be issued by KPT.

1.2.2 All Bidders are required to submit their Proposal in accordance with the guidelines set forth in this RFP.

1.2.3 Definitions:

Assignment / Consultancy services: To study and analyse the pattern and quantum of KPT's financial resources preparation of Medium-to-Long term Resource-cum-Credit plan and to assist KPT in initially preparing a credit strategy for KPT and directly assisting in raising funds in terms of Dollar with lowest cost of Interest.

Financial Consultant: Refers to the Successful Bidder selected by KPT for the assignment.

Agreement shall mean the agreement to be signed at the end of the RFP stage, between KPT and the Successful Bidder.

Authorised Representative/ Signatory shall mean the person who shall be duly authorized by the Applicant in its RFP submission to sign on the Bid. This designated person shall be authorised to perform all the tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Applicant and signing authority for the Financial Transaction/ bills for raising the consultation fees etc.

Bid shall mean the Part 1, i.e. the Technical Proposal, Part 2, i.e. the Financial Proposal along with the formats as mentioned in the RFP document.

Bidder means a single entity and not a group of entities/Joint Venture/ Consortium that has submitted a Bid in response to this RFP Document.

Bid Security shall have a meaning as referred in **clause 1.10** of this Document.

Business Entity shall mean a company incorporated under the Companies Act, 2013 OR an incorporated entity under similar legislation, / authority / corporation created or incorporated under a separate legislation in India and includes sole proprietorship, partnership etc.

“Employer/Board/KPT” means Board of Trustees of Kandla Port, a body corporate under the Major Port Trust Act.1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Financial Advisor and Chief Accounts Officer (F.A.& C.A.O.) or any other officers so nominated by the Board.

Responsiveness of the bid shall have a meaning as referred in **Clause 1.22** of this RFP Document.

Successful Bidder shall be identified based on **clause 1.23 and 1.24** of this Document

1.3 ELIGIBLE BIDDERS

1.3.1 The Bidder shall be a single business entity and not a group of entities/Joint Venture/ Consortium, who are category I Merchant Bankers approved by SEBI and/or the bidder

along with its associates as listed in Bloomberg Global Syndicated Loans League tables of calendar year 2015

1.3.2 At any point in time during the Bidding Process, if required by KPT, it is the Bidder's responsibility to provide evidence of their eligibility – technical / financial as per the terms of the RFP and to the satisfaction of KPT.

1.3.3 All Proposals must be submitted, duly signed by the Bidder.

1.3.4 Any entity which has been barred by any PSU/Govt Organization (State or Central) from participating in KPT works/assignment and the bar subsists as on the proposal due date would not be eligible to submit the Proposal.

1.4 PROPOSAL PREPARATION COST

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. KPT will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

1.5 CONTENTS OF RFP

The RFP consists of two Parts Technical Proposal and Financial Proposal and would include any Addendum issued in accordance with Clause 1.7 of the RFP.

1.6 CLARIFICATIONS

1.6.1 A prospective Bidder requiring any clarification on the RFP may notify the KPT in writing/ facsimile/email. Bidders should send in their queries latest by the last date for receiving queries, which is 5.12.2016 by 1100 hrs

1.6.2 To address queries of Bidders a Pre-Bid Meeting will be held on 5.12.2016 at 11.30 hrs at the Old Board Room situated at Administrative Office Building of Kandla Port Trust at Gandhidham. Copies of the KPT's response for the individual as well as Pre Bid meeting queries will be forwarded to all purchasers of the RFP, including a description of the enquiry before the proposal due date and will also be hoisted on KPT's website. KPT will assume no responsibility for postal delays.

1.7 AMENDMENT OF RFP

1.7.1 KPT may modify the RFP by issuing an Addendum before Proposal Due Date.

1.7.2 Any Addendum thus issued shall be part of the RFP and shall be communicated in writing to all the purchasers of the RFP and will also be hoisted on the KPT's website. KPT will assume no responsibility for postal delays.

1.7.3 To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, KPT may, at its sole discretion, extend the Proposal Due Date.

Bidding Process

1.8 LANGUAGE OF THE PROPOSAL

The language of Proposal and related documents and correspondence shall be English. For any proposal submitted in any other language or in addition to the language mentioned in the Data Sheet, KPT reserves the right not to evaluate such proposal. All documents submitted along with the proposal shall be duly notarized. Supporting documents and printed literature furnished by Bidder along with the Proposal may be in any other language Supporting materials, which are not translated into English, shall not be considered for evaluation. **For the purpose of interpretation and evaluation of the application only English language will be considered**

1.9 CURRENCY OF PROPOSAL AND PAYMENTS

1.9.1 The currency for the purpose of the Proposal and Payments shall be Indian Rupees (INR).

1.10 Earnest Money Deposit

1.10.1 Technical Proposal would need to be accompanied by a E. M. D. in Indian Rupees for Rs. 1,50,000/ (Rs. One Lakh Fifty Thousand only) payable in the Demand Draft .

1.10.2 The E.M.D. of unsuccessful bidders other than L1 and L2 will be refunded immediately after ranking of the price bids. Earnest money of L2 will be refunded immediately after entering into agreement with L1 and Acceptance of Performance Guarantee of L1.

1.10.3 EMD shall be refunded suo motto without any application from the bidders

1.10.4 The bid Security of the successful bidder will be discharged after signing of the Agreement and furnishing of the required Performance Security

1.10.3 KPT shall reject the Proposal, which does not include the E. M. D.

1.10.5 The entire E.M.D. shall be forfeited in the following cases:

- (i) If the Bidder withdraws the bid after bid opening and during the period of bid validity;
- (ii) The Bidder does not accept the correction of the Bid Price.
- (iii) If the Successful Bidder fails within the specified time limit to
 1. Sign the Agreement or
 2. Furnish the required Performance Security.

1.11 PROPOSAL VALIDITY PERIOD

Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date. KPT reserves the right to reject any Proposal, which does not meet the requirement.

1.12 EXTENSION OF PROPOSAL VALIDITY PERIOD

- 1.12.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, KPT may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. KPT reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.
- 1.12.2 The Bid Validity Period of the Successful Bidder shall be automatically got extended by the Successful Bidder till the date on which the Agreement is signed and is in force.

1.13 BIDDERS' RESPONSIBILITIES

- 1.13.1 The Bidder is expected to examine carefully the contents of all the documents provided/submitted. Failure to comply with the requirements of RFP will be at the Bidders' own risk.
- 1.13.2 It would be deemed that prior to the submission of the Proposal, the Bidder has:
- (i) Made a complete and careful examination of requirements and other information set forth in this RFP; and
 - (ii) Received all such relevant information as it has requested from KPT; and
- 1.13.3 KPT shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 1.13.4 Each Bidder shall submit only one Proposal in response to this RFP. Submission of more than one Proposal by any Bidder shall be sufficient ground for disqualification of the Bidder.
- 1.13.5 All correspondence/ enquiry should be submitted to the address given in the NIT OR by email fax/ post/ courier:
- 1.13.6 No interpretation, revision, or other communication from KPT regarding this solicitation is valid unless in writing and signed by FA & CAO of KPT.

1.14 FORMAT AND SIGNING OF PROPOSAL

- 1.14.1 The Bidder would provide all the information as per this RFP. KPT reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.
- 1.14.2 The Proposal should be submitted online in two Parts
"Part 1: "Technical Proposal" which will consist of details mentioned in **Clause 3.1** of this RFP **as per Annex 4** and required to send the hard copies of all required documents..

“Part 2: Financial Proposal” to be submitted online only. No hardcopy of Financial proposal or any reference of quoted fees to be submitted with the above documents.

- 1.14.3 The Bidder shall prepare and submit only one Proposal (comprising Technical and Financial Proposal in separate envelopes).
- 1.14.4 The pages and volumes of each part of the Proposal shall be clearly numbered and stamped and the contents of the Proposal shall be duly indexed.
- 1.14.5 All documents should be submitted in a **hard bound/spiral bound form** separately for Technical Proposal alongwith demand draft of Bid Security and Tender Fees within 7 days from the date of opening of the online tender.
- 1.14.6 The Proposal shall be signed and each page of the Proposal shall be initialled by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney as per the format provided in Annex 2 of this RFP.
- 1.14.7 The Proposal shall contain no alterations or additions, except those to comply with instructions issued by KPT or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.
- 1.14.8 KPT reserves the right to reject any Proposal which is not sealed and marked as instructed above and KPT will assume no responsibility for the misplacement or premature opening of the Proposal.

1.15 PROPOSAL DUE DATE AND TIME

- 1.15.1 Proposal should be uploaded online before 1400 hours Indian Standard Time (IST), on 26.12.2016, the Proposal Due Date, as stated in the Schedule of Bidding Process, in the manner and form as detailed in the Instructions to bidders. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 1.15.2 KPT may, in exceptional circumstances and at its sole discretion, extend the Proposal due Date by issuing an Addendum in accordance with **Clause 1.7 uniformly** for all Bidders.

1.16 LATE PROPOSALS

Any Proposal received by KPT after 1401 hrs hours IST on the Proposal Due Date of 26.12.2016 or as extended by KPT will not be accepted by KPT.

B. EVALUATION PROCESS

1.17 PROPOSAL OPENING DATE

- 1.17.1 At first, only Technical Proposal will be opened. The proposal with no EMD shall be summarily rejected.
- 1.17.2 KPT would subsequently examine responsiveness of Proposals in accordance with the criteria set out in **Clause 1.22**.
- 1.17.3 After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

1.18 NON-DISCRIMINATORY AND TRANSPARENT BIDDING PROCEEDINGS

KPT shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. KPT shall not provide to any Applicant information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

1.19 CONFIDENTIALITY

- 1.19.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. KPT will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. KPT will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

1.20 CLARIFICATIONS

To facilitate evaluation of Proposals, KPT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, KPT reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal.

1.21 PROPOSAL EVALUATION

- 1.21.1 The Technical Proposal will undergo evaluation as per the criteria and process specified in **Annex 4** of RFP. If the Proposal is found to be satisfactory based upon the qualification evaluation criteria, the Proposal shall be subject to a financial evaluation. KPT reserve the right to reject the proposals, which do not meet the technical and financial parameters stipulated in the RFP.
- 1.21.2 Proposals not accompanied by “EMD” shall not be evaluated.

1.22 TEST OF RESPONSIVENESS

- 1.22.1 KPT will determine whether each Technical Proposal is substantially responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:
- a) The Proposal is submitted with E.M. D. as stipulated in **Clause 1.10.1**.
 - b) The Proposal is received by the Proposal Due Date including any extension thereof.
 - c) The Proposal is signed, sealed and marked as stipulated in **Clauses 1.14**.
 - d) The Proposal contains all the information in formats specified in this RFP except Financial Proposal.
 - e) The Proposal contains all the formats specified in this RFP.
 - f) It mentions the validity period of the Proposal as set out in **Clause 1.11**
 - g) It provides the information in Reasonable Detail ("Reasonable Detail" means the details which but for minor deviations, contains the information, which can be reviewed and evaluated by KPT without communication with the Bidder). KPT reserves the right to determine whether the information has been provided in Reasonable Detail.
- 1.22.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
- (i) Which affects in any substantial way the scope, quality, or performance of the assignment, or
 - (ii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 1.22.3 KPT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by KPT in respect of such Proposals.

1.23 EVALUATION OF TECHNICAL PROPOSAL

- 1.23.1 Only those Proposals that are found to be responsive to the requirements of the RFP as specified in **Clause 1.22.1** above would be assessed for technical and financial capability to undertake the Project as per **Annex 4**.
- 1.23.2 The technical and financial capability of the Bidders would be assessed based on the evaluation process and minimum threshold requirements as set by KPT as per **Annex 4**.

1.24 EVALUATION OF FINANCIAL PROPOSALS (Stage II)

- 1.24.1 KPT will open 'FINANCIAL PROPOSAL' of the Bidders online only on notified date who pass the Technical Proposal (Stage I) as stated in **clause 1.23**.
- 1.24.2 The financial evaluation will be carried out as per **this clause 1.24**. Each Financial Proposal will be assigned a Financial Score (S_F) as specified in clause hereunder.

The Authority will determine whether the Financial Proposals are complete, qualified and unconditional. The rates indicated in the Financial Proposal shall be deemed as final and reflecting the corresponding cost of services. The lowest Financial

Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times F_M/F$$

(F = amount of Financial Proposal under consideration)

1.24.3 FINAL EVALUATION

Proposals having score 70 or more in technical criteria will be evaluated on the basis of their financial score (SF). The proposal will finally be ranked according to their combined Technical (ST) and financial (SF) score as follows:

$$S = ST \times 0.80 + SF \times 0.20$$

Where S is the combined score and weightages assigned to Technical Proposal and Financial Proposal shall be 0.80 and 0.20 respectively.

1.24.4 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve for 30 days.

1.25 PERFORMANCE SECURITY

1.25.1 The Successful Bidder shall for due and faithful performance of its obligations, furnish Performance Security @10% of total amount of consultancy fee payable by KPT to the Successful Bidder during the entire contract period out of which irrevocable Bank Guarantee (BG) to the extent of 5% of the total amount of consultancy, issued by a Nationalized Bank having branch at Gandhidham in the specified format or Demand Draft will be submitted within 14 days from the date of receipt of Letter Of Acceptance but prior to submission and execution of the Agreement. The remaining 5% will be recovered as Retention Money from the stage wise payment as mentioned in the Annex 5. The format of the Performance Security shall be as **per Annexure 3**. Bank guarantee shall be valid during the currency of the Contract. Both the retention money and BG will be returned/refunded within one month from the date of payment of final bill.

1.25.2 Failure of the Successful Bidder to comply with the requirements of **Clause 1.25.1** shall constitute sufficient ground for the annulment of the LOA and forfeiture of the E. M. D. In such an event, KPT reserves the right to take any such measure as may be deemed fit in the sole discretion of KPT including annulment of the bidding process.

1.25.3 The Port Trust will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

1.25.3 Forfeiture of Performance Security

The Chairman, KPT may, at his option, forthwith forfeit the balance Performance Security in whole or in part if in the opinion of the Chairman, the Consultant has failed to fulfil any of all of the conditions of this contract, without prejudice to any and all right of the Board to recover from the Consultant any amounts failing due to Board through non observing by the Consultant of any of the clauses hereof.

1.25.4 Agreement

The Consultants/ Advisor whose tender is accepted will be required to enter into an agreement, the form of which will be as set out at Annex 5. The cost of stamping the agreement etc. shall be borne by the successful Consultant/ Advisor.

Chapter 2. CONDITIONS OF ELIGIBILITY:

2. ELIGIBLE BIDDERS

- 1) The Bidder shall be a single entity and not a group of entities/Joint Venture/ Consortium.
- 2) At any point in time during the Bidding Process, if required by KPT, it is the Bidder's responsibility to provide evidence of their eligibility – technical / financial as per the terms of the RFP and to the satisfaction of KPT.
- 3) All Proposals must be submitted, duly signed by the Bidder.
- 4) Any entity which has been barred/black listed by any PSU/Govt Organization (State or Central) or any of its clients and the bar subsists as on the proposal due date would not be eligible to submit the Proposal.
- 5) Even though the bidder meets the qualifying criteria, they are subject to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
 - Record of poor performance such as abandoning the works, non – completion of the contract.

2..1 ONE BID PER BIDDER

- 2.1.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposal with the Bidder's participation to be disqualified and forfeiture of EMD.

2.2 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.2.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 2.2.2 No Bid can be modified after the deadline for submission of Bids.
- 2.2.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e. EMD.

2.3 MINIMUM QUALIFICATION

Applicants must carefully read the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Eligibility criteria will be considered for evaluation.

2.4 CONDITIONS OF ELIGIBILITY OF APPLICANTS

To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

2.4.1 Key Personnel

Bidder should be capable of furnishing all necessary professional and expert services as required to complete all the elements of Consultancy assignment described in Terms of Reference [Scope of Services]. Bidder is also required to undertake that they have in-house expertise in evaluating the financial instruments.

The Financial Consultant's team (the "Consultancy Team") shall have sufficient qualified personnel and resources to accomplish all the services described herein within the prescribed time. However, for evaluation purpose, the minimum requirement is of three team members and one Team Leader. The team leader desired to have experience of 12 years in credit management/ debt Syndication in a Public Sector Bank/Private Banks. He should also be associated with the present firm. The Team Member should have desirable experience of financial consultancy assignment and have experience as Team Member of the present consultancy for raising finance.

However, the experience of Team Leader shall be considered for evaluation only if he has minimum experience of three years each in the credit management/ Debt Syndication in a Public Sector Bank/Private Banks and association with the present firm.

The experience of Team members shall be considered for evaluation only if they have minimum experience of two years each in the credit management/ Debt Syndication in a Public Sector Bank/Private Banks and association with the present firm.

The Team Leader and Team Member shall possess Professional Qualification as CA/CMA/CAIIB/MBA (or equivalent) from reputed Institutions.

2.4.2 Technical Capacity :

- I) The Bidder should have handled/ arranged/ managed aggregate loan of minimum 120 Million USD in last 5 (five) financial years (i.e. 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 (Work completed upto 31.3.2016 will be considered)) Documentary evidence in support of the same, should be submitted.
- II) The Bidder should have never been black listed/ debarred by any regulator/ authority or any of its clients. Bidder to submit an undertaking to this effect.
- III) The Bidder should have in-house expertise in providing the services as listed in Chapter 4 of TOR and should submit an undertaking for the same.
- IV) The evaluation of the bid in respect of technical capacity will be done as per the criteria mentioned in Annexure – 4.

Chapter 3. CONTENTS OF PROPOSAL

3.1 Technical Proposal

Technical Proposal shall contain the desired information to be given in the following formats

- a. Technical Response Sheet No.1 giving details in respect of qualified personnel as per **clause 1.2 of Annex-4**
- b. Technical Response Sheet No.2 giving details of financial consultancy assignments as per **clause 1.3 of Annex -4.**
- c. Covering letter clearly stating the validity period of the Proposal in the prescribed format **Annex 1.**
- d. Power of Attorney for signing the Proposal, as per the prescribed format **Annex 2** **alongwith a copy of Board Resolution to that effect shall also be submitted wherever applicable.**

Following documents are required to be submitted

- e. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business.
- f. EMD/Bid Security as per Clause 1.10.1.
- g. Copy of PAN CARD., Service Tax Registration certificate and RTGS details .
- h. Tender fee in form of Demand draft
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. A certificate by the bidder that they have not been banned/ black listed by any govt. Agency.
- k. The completion certification of the eligible assignments/other project should invariably mention the reference no. of work order, the date of completion and amount of work done.
- l. Documents in support of Professional Qualification of Team Leader and Team Member as per clause **2.4.1**
- m. The copy of the work order of the eligible assignments/other projects should also be submitted for which the bidder is submitting completion certificate.
- n. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and KPT is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- o. Requirement as mentioned under clause no. 2.4.2 I) & III)

p. Undertaking of no conflict of interest as per Chapter 6

NOTE: All Xerox copies should be duly notarized. -

3.2 FINANCIAL PROPOSAL

3.2.1 Applicants shall submit the financial proposal online only considering the Scope of Services as defined in **Clause 4**, in the format at **Annex 5** (the “**Financial Proposal**”), clearly indicating the total cost (the Quoted Price) in both figures and words, in Indian Rupees.

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

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. The Quoted Price indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) **The Quoted Price indicated in the Financial Proposal shall be inclusive of all charges and incidental expenses.** The Quoted Price shall be inclusive of all charges and taxes but excluding service tax, which shall be paid as per note no. 'g' of Annex 4 .
- (iii) No escalation on any account will be paid by KPT during the entire contract period.
- (iv) All payments shall be subject to deduction of taxes at source as per Applicable Laws.

Chapter 4. TERMS OF REFERENCE (Scope of Services)

- 4.1 The Consultant will study the requirement of ECB to KPT taking into consideration KPT's resources and the requirement of the resources for the project/s.
- 4.2 The consultant will develop the credit strategy for KPT. The consultant will be required to analyse the pattern and quantum of KPT's financial resources in terms of Dollar and assess the resource requirements for the project.
- 4.3 The consultant shall develop a detailed credit plan and also assist KPT in selection of agencies for raising resources from the market. The consultant shall be required to advise on possible debt funding options for financing. The consultant shall also advise KPT on finalization of the type of loan, its structuring such as coupon/ interest rate(s), maturity, schedule for Repayment etc. i.e. Debt Syndication.
- 4.4 The consultant shall be required to assist KPT in seeking approval from various Ministries/RBI etc., wherever needed and continuously follow up the matter for approvals / renewal with these Ministries/ financial institutions etc.
- 4.5 The consultant is required to arrange meetings/ organizing/ procuring proposals from the suitable agencies for the borrowings.
- 4.6 The consultant shall be required to draft, prepare and finalize the Offer Document / Disclosure Document /Confidential Information Memorandum /Project Information Memorandum etc.
- 4.7 The consultant shall advise KPT for Selection/ appointment of Lender i.e. right from the preparation of the tender till the appointment of the Lender.
- 4.8 The consultant shall co-ordinate with the Lender.
- 4.9 The consultant's assistance shall also be required to comply with the requisite statutory/ regulatory requirements and other issues related thereto.
- 4.10 The consultant shall also be required to provide any other Consultancy and co-ordination work/ service(s) related to execution of the above said activities.
- 4.11 In short, the Consultant will provide end-to-end solution for raising market borrowings for meeting the fund requirements of KPT and will take all the necessary actions not listed above in 4.1 to 4.10 in accordance with the law/statute.

Chapter 5 SCHEDULE OF PAYMENT:

| Deliverables | Time Schedule | % of Quoted Fees |
|---|---------------|------------------|
| (A) Stage-I | 30 Days | |
| (i) To develop a detailed credit plan/ ECB requirement for KPT taking into account the dollar denominated revenue of KPT | | |
| (ii) Business plan Review | | |
| (iii) Application and process for credit rating | | |
| (iv) Apply for the Approvals from RBI and Ministry for the ECB | | |
| (v) Draft RFQ | | |
| (vi) Draft RFP with Term Sheet | | |
| (vii) RFP and Project Information Memorandum | | 25% |
| (B) Stage- II | | |
| (i) Issue of RFQ after Approval of RBI and MoS (15 days will be counted from the date of issue of the approval of RBI/Mos which ever is later) | 7 Days | |
| (ii) RFQ evaluation | 15 Days | 10% |
| (C) Stage- III | 45 Days | |
| (i) Issue of the RFP | | |
| (ii) RFP submission by Lenders | | |
| (iii) RFP Evaluation, Selection and Appointment | | 15% |
| (D) Stage- IV | 20 Days | |
| (i) Documentation for lenders | | 20% |
| (iii) First Disbursement (as satisfaction of Post Disbursement Conditions) | | 30% |

Note 1: Milestone at (A) is from the date of signing of the Agreement and subsequent milestones from (B) to (D) are based on the completion date of the earlier milestone and the time taken by KPT to comply the formalities to achieve that milestone..

Note2

LD Clause:

If the Delay is more than 3 days at any stage except for delay not attributable to Consultant, then a penalty @ 0.5% per day or part thereof will be Levied subject to maximum of 5% of Charges/fees of respective milestone.

However, if the successful bidder completes the entire assignment/ consultancy within the stipulated time as mentioned above, the stage-wise delay will not be considered and the LD recovered will be refunded.

Note 3: The stage-wise payment will be released after completion of all the activities in that stage in Stage (A), (B) and (C)

Chapter 6 CONFLICT OF INTEREST:

KPT is desirous of appointing a financial consultant who should not have any potential conflict of interest in the capacity of lender. A Consultant shall be liable for disqualification, if found engaged as a legal, financial or technical Consultant by the potential lenders. The Consultant shall not act as a lender himself. His Scope of Services shall be limited to the services listed herein above and therefore he shall not assume any activity or service which may have conflict of interest with the role assumed by him as Financial Consultant to KPT. At the time of bidding, the consultant shall give an undertaking to KPT that it shall not undertake any legal, financial or technical Consultancy by any of the potential lenders **till the completion of the assignment.**

Chapter 7. Termination & Arbitration

7.1 By the Employer

The Employer may, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the events specified hereunder of the Clause terminate this Contract.

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) If the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false.
- (d) If the Consultant, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.2 Arbitration:-

- a. In the event of any difference or dispute arising between the Department and the Consultant in the performance of duties under the contract Agreement, the same shall be referred to arbitration in accordance with the Arbitration and Reconciliation Act, 1996 as amended from time to time. The arbitration proceedings would be held in Gandhidham only and the Court of Gandhidham will have the jurisdiction for filing the Award. The clause will apply only if the Consultant work is awarded to a private firm.
- b. In case the Contract work is awarded to a public sector enterprise undertaking, the following Arbitration clause will apply.

“In the event of any dispute or difference relating to the interpretation of the provisions of the contracts, such disputes or difference shall be referred by either party to the arbitrator of the International Centre for Alternative Disputes Resolutions (ICADR). Upon such reference this dispute shall be decided by the ICADR whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as indicated by the arbitrator.

Chapter 8 OTHER TERMS OF THE SERVICES

- 8.1 In the event KPT desires the Consultant to perform any additional services, which are not within the general Scope of Services, the Consultant will provide such additional services, on terms and conditions as may be found mutually acceptable to parties hereto.

ANNEX 1

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letterhead of the Bidder)

Date:

Designation
KPT

Dear Sir,

Re:

Being duly authorized to represent and act on behalf of Bidder, I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the assignment referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal shall be valid for **a period of 120 days** from the Proposal Due Date.

Dated this Day of 2016

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

ANNEX 2

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of requisite value duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 bid for the ***** Consultancy proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 _____, 20**.

For _____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- 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 affixed in accordance with the required procedure. *f*
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

NOTE: Power of Attorney shall be accompanied with a copy of Board Resolution to that effect shall also be submitted.

ANNEX 3

FORMAT FOR PERFORMANCE SECURITY

(To be issued by a Bank, as defined in Clause 1.25 of this RFP)

| |
|---|
| <u>SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY DEPOSIT</u> (to be executed on Rs.100/- non-judicial Stamp Paper) |
| |

(The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

In consideration of the Board of Trustees of the Port of "Kandla Port Trust" incorporated by the Major Port Trust Act, 1963 as amended by the Major Port Trust (Amendment) Act 1974 (herein after called "The BOARD") which expression shall unless excluded by or repugnant to the context or meaning therefore be deemed to include the Board of Trustees of the Port of Kandla Port Trust, its successors and assigns) having agreed to exempt _____ (herein after called the "Contractor")
(Name of Contractor/s)

From the demand under the terms and conditions of the contract, vide _____'s letter no. _____
(Name of department)

dated _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgment of Government Promissory Loan Notes for due fulfillment by the Said Contractor of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the Contractor do hereby undertakes to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractor of any of the terms and conditions of the said contract.

1. We, (Name of Bank), (Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due any payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only

2. We, (Name of Bank and Branch), undertake to pay the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor's in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contract(s) shall have no claim against us for making such payment.
3. We, (Name of Bank and Branch) further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the EMPLOYER certifies that the terms and conditions of the said contract have been fully and properly carried by the said Contractor and accordingly discharged this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
4. We, (Name of Bank and Branch) further agrees with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said Contractor or to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the power exercisable by the Board against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the Contractor or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor 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.
5. this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)
6. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
7. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Notwithstanding anything contained herein:
 - (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____).
 - (b) This Bank Guarantee shall be valid up to _____; and
 - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(date of expiry of guarantee)

Date _____ day of _____ 201__

For (Name of Bank) Signature

**ANNEX 4
EVALUATION CRITERIA**

1 Evaluation of Technical Proposals

The Technical Evaluation would be carried out based on the following and the marks will be awarded as indicated in the table below:

1.1 Bidders should submit the information in the following format:

| Sr. No. | Particulars | Details |
|---------|---|---------|
| 1. | Name of the Bidding Company | |
| 2. | Date of Incorporation | |
| 3. | Date of Registration with SEBI as a Category-I Merchant Banker/ Bloomberg Global Syndicated Loans League tables of Calender Year 2015 | |
| 4. | Year of Venturing into Debt Placement/ Syndication Activity | |
| 5 | Ranking in India's loan mandate arranger | |
| 6 | Other Details, if any | |

In support of information provided under point no. 1.1, the applicant should submit information in the given format duly certified by Authorised Representative/Signatory. .

1.2 Bidders shall have sufficient qualified personnel and resources to accomplish all the services described in Clause 4 [Terms of reference] within the prescribed time. Bidder should be capable of providing all necessary professional and expert services as required to complete all the elements of Consultancy assignment described in Scope of Services. Bidder is also required to undertake that they have in-house expertise in evaluating the financial instruments.

Bidders should submit details of experience, track record and professional background of each of the team members proposed to be designated for the assignment. The information for **each** team member may be furnished in the following format:

Response Sheet No1

| Particulars | | Details | |
|---|----------------|----------------------|---|
| Name of Team Member (Including Team Leader) | | | |
| Designation & Professional Qualification. | | | |
| No. of Years with the Bidding Company | | | |
| Total No. of Years in the field relevant to Scope of services mentioned in TOR | | | |
| DETAILS OF ASSIGNMENTS HANDLED | | | |
| Sr. No. | Name of Client | Period of Assignment | Services rendered with specific reference to Scope of Services as per TOR |
| | | | |

- 1.3 Bidder should have the experience of having executed/ mandated Financial Consultancy assignments for raising Loan in Foreign Currency. **Bidders should submit details of such financial consultancy assignments handled by them during last 5 (five) financial years (i.e. 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016) in the following format:**

Response Sheet No2

| Sr. No. | Name | Period of Mandate/ Execution | Scope of Consultancy Services offered | Supporting document in form of attested client certificate annexed as | Debt Amount In million US Dollars |
|---------|------|------------------------------|---------------------------------------|---|-----------------------------------|
| | | | | | |

Notes:

For the purpose of determining the 'Financial Consultancy' transactions executed by the Bidders, the Bidders are required to refer to the Scope of Services (Point no. 4). All activities listed therein would qualify under the financial consultancy function.

In support of information provided under point no. 1.3, the applicant should submit photo copies of client's certificates **duly notarized**. The client certificate letter should specifically indicate the specific jobs or activities undertaken by the Bidder.

- 1.4 The Bidder should submit an undertaking to the effect that they have never been black listed/ debarred by any regulator/ authority or any of its clients.

1.5 Evaluation Criteria (Maximum Marks: 100)

(A)Evaluation Criteria of the Bidder

| Sr. No | Criteria | Amount (In million US \$) | Max marks |
|--------|---|---------------------------|-----------|
| 1. | The Fund raising experience of the Bidder in single assignment for arranging ECB (External Commercial Borrowings)/Foreign currency Loan in last 5 financial years ending on 2016. | 25- 50 | 15 |
| | | 51 - 99 | 25 |
| | | 100 -149 | 35 |
| | | Above 150 | 50 |

15 Evaluation criteria of Team Leader

| Sr. No | Criteria | Amount (In million US \$) | Max marks 30 |
|---------------|---|--|---------------------|
| 1 | The Fund Raising experience of Team Leader in Financial Consultancy assignments, tender work and arranging ECB (External Commercial Borrowings)/foreign currency Loan in last 5 financial years(i.e. <u>2011-2012, 2012-2013, 2013-2014 and 2014-2015, 2015-2016</u>) | 25- 50 | 5 |
| | | 51 - 99 | 10 |
| | | 100 -149 | 15 |
| | | Above 150 | 20 |
| 2 | Length of Service in the related field of credit management / Debt Syndication in Public/Private Sector Banks | 0.50 mark for each completed year (Minimum 3 years and above) | 6 |
| 3 | Length/Status of Association with firm | 0.4 mark for each completed year (Minimum 3 years and above) | 4 |

16 Evaluation criteria of Team Member

| Sr. No | Criteria | Years of Experience | Max marks 20 |
|---------------|---|---|---------------------|
| 1 | The aggregate experience of Team members in the related field of credit management in/ Debt Syndication Public/Private Sector Banks the year ended before Proposal Due Date.(31.03.2016) | 1.20 marks for each completed year. (Minimum 2 years and above) | 12 |
| 2 | Length/Status of Association with firm | 1 marks for each completed year (Minimum 2 years and above) | 8 |

Notes:

- a. The bids of the bidders meeting the Eligibility Criteria, as defined in Clause No. 2 will only be considered for Technical Evaluation and bids of the bidders not meeting the Eligibility Criteria will be summarily rejected.
- b. The bids of the bidders meeting the Eligibility Criteria shall be evaluated on the basis of marks specified in the Evaluation Criteria.
- c. Qualifying marks for consideration of Financial Consultant shall be 70 marks out of 100 marks. The bidder(s) who secure aggregate of 70 marks or above out of total 100 marks on the basis of evaluation of their 'Technical Bids' as per above Evaluation Criteria, would qualify for opening of their financial bids.
- d. Only those Applicants who will score 70 marks or more out of 100 in Technical Proposals shall be ranked as per score achieved by them, from highest to the lowest technical score (S_T).
- e. If the no. of such prequalified bidders is less than two, the authority may in its sole discretion prequalify the bidder(s) whose technical score is less than 70 marks provided that in such an event, the total no. of prequalified bidders shall not exceed two.
- f. Rates to be quoted are excluding of Service Tax. i.e, element of Service Tax will not be considered for evaluation of bid price.
- g. Service Tax provider is liable to pay service tax at the applicable rates. Service receiver is not under any obligation to collect documentary evidence from the service provider regarding payment of service tax. Service provider shall be held liable for any monetary or non-monetary consequences on account of non-remittance of service tax to Service Tax Department. The Port shall make payment for invoice value as per admissibility to service provider.

ANNEX 5

“Proposal for Appointment of Financial Consultant”
Financial Proposal

| PARTICULARS | Amount of Consultancy Fee (In Rs.) |
|---|--|
| (A) Financial Consultancy Fee (Inclusive of all the charges other than Service tax) | |

Note:

1. If the Delay is more than 3 days at any stage except for delay not attributable to Consultant, then a penalty at 0.5 percentage per day or part thereof will be Levied subject to maximum of 5 percentage of Charges/fees of respective milestone. However, if the successful bidder completes the entire assignment/ consultancy within the stipulated time as mentioned above, the stage-wise delay will not be considered and the LD recovered will be refunded.
2. All the costs associated with the assignment shall be included in the Financial Proposal. The Quoted Price, in Indian Rupees only, indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and shall be liable to be rejected.
3. The Quoted Price indicated in the Financial Proposal shall be inclusive of all charges and incidental expenses.
4. The Quoted Price shall be inclusive of all taxes but excluding service tax, which shall be paid as per the applicable rate.
5. No escalation on any account will be paid by KPT during the entire contract period.
6. All payments shall be subject to deduction of taxes at source as per Applicable Laws.
7. No charge other than the one quoted above shall be paid.

.....
Name of the Bidder

.....
Signature of the Authorized Person

.....
Name of the Authorised Person

Bidder to note:

- The Financial Proposal is to be signed by the authorized person of the Bidder.
- Bidders should specify the fee indicating the amount in both figures and words in Indian Rupees.
- The rate written in words shall prevail over those marked in figures where the two do not tally.

ANNEX 6

Form of Agreement

THIS Agreement is made on the _____ day of _____ 2015 between [Port Trust], [address] hereinafter called “the Employer of the one part and (Name of Financial consultant cum Arranger)

_____. Mailing address of the ‘Financial Consultant cum Arranger (Debt Syndication)’: _____ hereinafter called “the Financial Consultant cum Arranger “of the other part.

WHEREAS the Employer is desirous that certain tasks be performed viz. Advisory services for preparation of Medium-to-Long Term Credit Plan and assist [Port Trust] for raising resources in US Dollar.’ at [Port] and has accepted a proposal by the “Financial Consultant cum Arranger (Debt Syndication) ” as referred in the assignment NOW THIS AGREEMENT WITHESETH as follows :

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - The proposal Document for Advisory Services ‘for preparation of Medium-to-Long Term Credit Plan and assist [port] for raising resources in US Dollar.’
 - All amendments to the Proposal Document for Advisory Services ‘for preparation of Medium-to-Long Term Credit Plan and assist [port] for raising resources (Debt Syndication) in US Dollar’ as issued by the Employer prior to submission of the bids.
 - Acceptance letter issued by the Employer vide No. _____
 - dated _____ 2015 and all correspondence exchanged between the Employer and the Advisor up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
 - The following shall be deemed to form and be read and construed as part of this agreement relating to the said consultancy work, viz.
 - a) The tender submitted by the Consultant.

- b) Letter of award dated _____.
 - c) The conditions of Contract.
3. In consideration of the payment to be made by the Employer to the “Financial Consultant cum Arranger (Debt Syndication) ” as hereinafter mentioned, the “Financial Consultant cum Arranger (Debt Syndication)” hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the “Financial Consultant cum Arranger (Debt Syndication)” in consideration of the execution, completion, of the works the consultancy charges/fees at the times and in the manner prescribed in financial proposal.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said
 Name :
 On behalf of the Financial consultant
 Cum Arranger (Debt Syndication)
 In the presence of :

By the said
 Name :
 On behalf of the Employer
 In the presence of :

Name :
 Address :

Name :
 Address