



V.O.Chidambaranar Port Trust

Request for Proposal

For

**Selection of a Financial Consultant cum Arranger for
preparation of
Medium-to-Long term Credit Plan and assist VOCPT
for raising resources in US Dollar/Rupee Term Loan**

2016

**V.O.Chidambaranar Port Trust
Administrative Office.
TUTICORIN-628 004.**

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SCHEDULE OF BIDDING PROCESS

S. NO.	EVENT DESCRIPTION	DATE
1	ISSUE OF RFP TO APPLICANTS	24-11-2016
2	LAST DATE FOR RECEIVING QUERIES	29-11-2016
3	Pre Bid Meeting	02-12-2016 at 15.30 hrs
4	LAST DATE FOR SUBMISSION OF PROPOSALS	14-12-2016 upto 15.00 hrs
5	OPENING OF TECHNICAL PROPOSAL	15-12-2016 at 15.00 hrs

DISCLAIMER

This Request for Proposal (RFP) is issued by V.O.Chidambaranar Port Trust.

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 VOCPT, 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 on 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 VOCPT 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 VOCPT, 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. VOCPT 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
V.O.CHIDAMBARANAR PORT TRUST**

Competitive Bidding through E- Tender under Two Stage Bidding Process for selection of a Financial Consultant cum Arranger for preparation of Medium to Long Term Credit Plan and Assist VOCPT for raising resources in US Dollar

1. The V.O.Chidambaranar Port Trust invites Technical and Financial Proposal from the Bidders, who are category-I Merchant Bankers approved by SEBI and the bidder along with its associates as listed in **Bloomberg Global Syndicated Loans League tables of calendar year 2016** interested in preparation of Medium-to-Long term Credit Plan and assist VOCPT 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 VOCPT and the Successful Bidder.
4. Interested parties may download the Request for Proposal documents (the "RFP" document) from the address www.vocport.gov.in website from 24th November, 2016 to 14th December, 2016.
5. For submission, evaluation and selection of a Financial Consultant a '**Two Stage**' process is planned 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 who 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. VOCPT 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 **15.00 hrs on 14th December, 2016** in the manner specified in the RFP document through E-Tender

**Financial Adviser & Chief Accounts Officer
V.O.Chidambaranar Port Trust:
Administrative Office
TUTICORIN-628 004.**

**Phone : 0461-2352254
Mobile : 9443189568
Fax : 0461 -2352104
E-mail : fa@vocport.gov.in**

V.O.CHIDAMBARANAR PORT TRUST

Tender for selection of Financial consultant cum Arranger for preparation of Medium –to-long Term Credit Plan and assist VOCPT for raising resources in US Dollar as well as in Rupee Term

TENDER NOTICE

E-Tendering Mode Only

Online tenders in two-bid system (Technical Bid & Price Bid) are invited for,selection of Financial consultant cum Arranger for preparation of Medium –to-long Term Credit Plan and assist VOCPT for raising resources in US Dollar as well as in Rupee term

1. The proposals shall be submitted in accordance with the instructions to Tenderer as enumerated in the tender document.
2. The detailed Notice Inviting Tenders (NIT) is as below:

I	Name of work	<p>Tender for selection of Financial consultant cum Arranger for preparation of Medium –to-long Term Credit Plan and assist VOCPT for raising resources in US Dollar as well as Rupee term Through Online E-Tendering Mode</p>
I	<p>Earnest Money Deposit (EMD)</p> <hr/> <p>NEFT/RTGS Bank Details for VOCPT FOR MAKING THE EMD PAYMENT.</p> <hr/> <p>Cost Of Tender Document :</p> <hr/>	<p>Earnest Money Deposit (EMD) of Rs. 1,00,000/-(Rupees One Lakh Only) in the form of NEFT/RTGS. The Tender Document from e-Tendering Portal of www.vocport.gov.in through E-Tender only. The soft copy of, NEFT/RTGS challan (after successful transaction) is to be uploaded on the portal also. Original NEFT/RTGS challan should be submitted along with hard copies of technical bid documents on or before last date of tender submission at the office of FA&CAO, Administrative Office V.O. Chidambaranar Port Trust, Tuticorin-628 004.</p> <hr/> <p>Bank Name: Indian Overseas Bank A/C No: 014301000000001 Branch: Harbour Branch, Tuticorin IFSC code: IOBA0000143</p> <hr/> <p>Rs.10,000/- plus 5% VAT. The cost of Bid Documents/Tender Documents should be paid through e-payment mode or NEFT/RTGS. NEFT/RTGS challan shall be downloaded from e-Tendering Portal of www.vocport.gov.in The soft copy of the NEFT/RTGS challan is to be uploaded on the portal also.</p> <hr/>

	<p>Keonics Tender Processing Fees : (Processing fee data is also available on www.vocport.gov.in</p>	<p>Rs.5,700/- E-Tender Processing fee Should be paid through e-payment mode or in favour of “KEONICS”, Bangalore. The Tender Documents are required to be submitted only through E-Mode offered in the Web-site www.tenderwizard.com/vocpt</p>
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Note: Instructions for Tenderer:-

- VOCPT invites Tenders for various works through online/e-tendering mode only. It is advised that all the vendors who wish to participate in E-tendering shall visit the website of **M/s. Keonics (www.vocport.gov.in)** and refer the user manual to understand the entire e-tendering process and applicable charges.
- Interested tenderers who have not registered with **M/s KEONICS**, must register to opt USER ID and PASSWORD by of Rs.5,700/-(presently applicable) in favour of **KSEDCL** payable at Bangalore along with requisition letter. The Registration fees should be paid through online ePayment.
- VOCPT AND M/s KEONICS 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.
 - VOCPT & M/s KEONICS will not take any liabilities and claims for failure of Network and problem arise during submission of online tender.
 - The successful tenderer has to pay the charges to M/s KEONICS for Tender hosting and processing charges in E-Tender Website. The charges shall be at 0.9% of Tender value or Rs. 20,000/- whichever is less.

RFPPARTI:INSTRUCTIONS TO BIDDERS
A. BIDDING PROCESS AND GENERAL GUIDELINES

1.1 BACK GROUND / INFORMATION

1.1.1 **For executing Special Projects namely, Dredging in the approach channel and dredging from 12.8 m draft to 14.5 m draft in the Inner Harbour Basin and Upgradation of Coal Jetty, this Tender is proposed.**

1.1.2 **VOCPT proposes to** appoint an Agency to study and analyse pattern and quantum of VOCPT's financial resources and taking in to account the projected resource requirements and availability of income of Port and Dock Charges in 'Dollar denomination' as well as Rupee Term Loan and collected equivalent Indian Rupees develop a detailed year to year credit plan and also assist VOCPT in raising resources from the market in US Dollars as well as Rupee Term Loan.

1.1.3 VOCPT invites Bids for the appoint of Financial Consultant cum Arranger for preparation of Medium-to-Long term Resource-cum-Credit plan and to assist in preparing a credit strategy for VOCPT elaborate and directly assisting in raising resources in US Dollars as well as Rupee Term.The services of the consultant will be required for entire range of activities given in **Clause - 4** herein after. The consultants are required to submit Bid along with financial proposal. However, VOCPT has the right to add related or delete unrelated activities given in the scope of work during contract period.

1.1.4 Period of completion

The work shall be treated as complete after disbursement of First instalment Of ECB/ foreign currency loan as well as Rupee Term Loan. The details of Time Schedule shall be as per Annexure 5.

1.2 Two stage bidding process

1.2.1 For selecting a party to undertake the above assignment, VOCPT 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 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 VOCPT.

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: Refers to preparation of Medium-to-Long term Resource-cum-Credit plan and to assist VOCPT in initially preparing a credit strategy for VOCPT directly assisting in raising funds in terms of Dollar as well as Rupee Term Loan with lowest cost of Interest.(LIBOR)

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

Agreement shall mean the agreement to be signed at the end of the RFP stage, between VOCPT 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.

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 / Entity shall mean a company incorporated under the Companies Act, 1956 (and if it is a foreign company, equivalent law abroad) OR an incorporated entity under similar legislation, in case of foreign entities / authority / corporation created or incorporated under a separate legislation.

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 entity and not a group of entities/Joint Venture/ Consortium.

1.3.2 At any point in time during the Bidding Process, if required by VOCPT, 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 VOCPT.

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

1.3.4 Any entity which has been barred by VOCPT from participating in VOCPT 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. VOCPT 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 VOCPT in writing or e-mail. Bidders should send in their queries latest by the last date for receiving queries, which is **29/11/2016**

1.6.2 To address queries of Bidders a Pre-Bid Meeting is scheduled on 2/12/2016 at 15.30 hrs at VOCPT Registered Office situated at Administrative Office., Bharathi Nagar, Tuticorin-628 004. Copies of the VOCPT'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 VOCPT's website. VOCPT will assume no responsibility for postal delays.

1.7 AMENDMENT OF RFP

1.7.1 VOCPT 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 VOCPT's website. VOCPT 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, VOCPT 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, VOCPT reserves the right not to evaluate such proposal. Any document submitted along with the proposal and executed outside India shall be duly notarized and consularised by the Indian Embassy/High Commission in the country of origin. Supporting documents and printed literature furnished by Bidder along with the Proposal may be in any other language provided that they are accompanied by translations in English language and certified by the concerned Embassy/High Commission/Consulate of the country of origin of Bidder, in India. Supporting materials, which are not translated into English, shall not be considered for evaluation. For the purpose of interpretation and evaluation of the application, translation certified by Embassy/High Commission/Consulate and notarised shall prevail.

1.9 CURRENCY OF PROPOSAL AND PAYMENTS

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

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 1,00,000.00 (Rs. One lakh only) as mentioned in E-tender procedure.**

1.10.2 The E.M.D. and unopened Part 2 (Financial Proposal) of those Bidders whose Technical Proposal get rejected will be returned unopened within a period of **30 days** from the date of intimation of such rejection. Notwithstanding anything contrary to anything provided in these Instructions to Bidders, the validity of the Bid Security of the Successful Bidder, on issue of the Letter of Acceptance by VOCPT, shall be automatically got extended by the Successful Bidder till the date on which the Agreement is signed and is in force. The E.M.D. shall be returned, subject to the provisions of this clause to unsuccessful Bidders within a period **of 30 days** from the date of announcement of the Successful Bidder. Provided however, that the bid security of the other than first lowest Bidder as determined on the opening of the Financial Proposal shall be returned by VOCPT on the expiry of the Proposal Validity Period or the execution of the Agreement, whichever is earlier. In addition to the above, VOCPT will promptly release all Bid Securities in the event VOCPT decides to terminate the bidding proceedings or abandon the Project.

1.10.3 VOCPT 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 its Proposal
- (ii) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;

- (iii) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by VOCPT

1.11 PROPOSAL VALIDITY PERIOD

Proposal shall remain valid for a period not less than 120 **days** from the Proposal Due Date. VOCPT 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, VOCPT 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. VOCPT 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 VOCPT; and

1.13.3 VOCPT 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 following in writing by mail/ post/ courier:

1.13.6 No interpretation, revision, or other communication from VOCPT regarding this solicitation is valid unless in writing and signed by Financial Adviser & Chief Accounts Officer/ VOCPT.

1.14 FORMAT AND SIGNING OF PROPOSAL

- 1.14.1 The Bidder would provide all the information as per this RFP. VOCPT 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 in two Parts in 2 separate envelopes and put together in one single outer envelope/package
- “Part 1: “Technical Proposal”** which will consist of details mentioned in **Clause 3.1** of this RFP **as per Annex 4.**
- “Part 2: Financial Proposal”** which will consist of the details mentioned in **Clause 3.2 of this REP as per Annex 5.**
- 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. EMD is to be submitted before opening of the Tender. The Proposal should not include any loose papers.
- 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 VOCPT 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 VOCPT reserves the right to reject any Proposal which is not sealed and marked as instructed above and VOCPT 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 submitted before 15.00 hours Indian Standard Time (IST), on the Proposal Due Date, as stated in the Schedule of Bidding Process, at the address given in **Clause No. 9 of RFP** 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 VOCPT may, in exceptional circumstances and at its sole discretion, extend the Proposal due Date by issuing an Addendum in accordance with **Clause 1.11 uniformly** for all Bidders.

1.16 LATE PROPOSALS

Any Proposal received by VOCPT after 15.00 hours IST on the Proposal Due Date will not be accepted by VOCPT.

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 VOCPT would subsequently examine responsiveness of Proposals in accordance with the criteria set out in **Clause 1.23**.
- 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

VOCPT shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. VOCPT 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. VOCPT 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. VOCPT 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, VOCPT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, VOCPT 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. VOCPT 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 VOCPT 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 and 1.15**.
- d) The Proposal contains all the information in formats specified in this RFP.
- 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 VOCPT without communication with the Bidder). VOCPT 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 VOCPT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by VOCPT 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 VOCPT as per **Annex 4**. The various proposal after detailed assessment will be ranked according to their technical score (S_T) by VOCPT

1.24 EVALUATION OF FINANCIAL PROPOSALS (Stage II)

1.24.1 VOCPT will open 'FINANCIAL PROPOSAL' of the Bidders, 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, unqualified 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:

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

(F = amount of Financial Proposal)

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 by way of an Irrevocable Bank Guarantee issued by a Schedule Bank having branch in Tuticorin in favour of V.O.Chidambaranar Port Trust, Tuticorin for an amount equivalent to 10% of the total amount of consultancy fee payable by VOCPT to the Successful Bidder during the entire contract period within the period expiring on the 30th day from the date of acceptance of LOA but prior to execution of the Agreement. The format of the Performance Guarantee shall be as **per Annexure 3**. Bank guarantee should be valid for a period of 9 months with a claim period of 3 months. The same should be submitted within 15 days from the date of acceptance of Letter of Acceptance and should be extended during the contract period as per the requirement of VOCPT.

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, VOCPT reserves the right to take any such measure as may be deemed fit in the sole discretion of VOCPT including annulment of the bidding process.

2. 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.

2.1 Conditions of Eligibility of Applicants

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

2.1.1 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, sub-consultants, 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 shall have minimum experience of 10 years. The Team Member shall have minimum experience of 5 Years and have experience as Team Member of consultancy for raising finance in foreign currency, minimum of US\$ 150 million.

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

2.1.2 Technical Capacity

- I) The Bidder should have handled/ arranged/ managed aggregate loan of minimum Rs. 800 Crores in foreign currency in last 5 (five) financial years (i.e. 2011-2012, 2012-2013, 2013-2014, 2014-15 and 2015-16) **Documentary evidence** in support of the same, should be submitted.
- II) The Bidder should have never been caution 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 point 4 of this 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.

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, sub-consultants and resources 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.**
- e. **Board Resolution.**
- f. E. M. D. as per Clause 1.10.1.
- g. Copy of Pan No., Service Tax Registration certificate and RTGS details in requisite format.

3.2 FINANCIAL PROPOSAL

3.2.1 Applicants shall submit the financial proposal 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, and signed by the Applicant's Authorised Representative.

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 Financial Proposal shall also point out all expenses and tax liabilities likely to be payable.
- (iii) **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 excluding service tax, which shall be paid as per the prevailing rate/rules.
- (iv) No escalation on any account will be paid by VOCPT during the entire contract period.
- (v) All payments shall be subject to deduction of taxes at source as per Applicable Laws.

4. TERMS OF REFERENCE (Scope of Services)

- 4.1 The consultant should develop the credit strategy for VOCPT. The consultant will be required to analyse the pattern and quantum of VOCPT's financial resources in terms of Dollar as well as Rupee Term Loan and assess the resource requirements for the project.
- 4.2 The consultant shall develop a detailed year-to-year credit plan and also assist VOCPT 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 VOCPT on finalization of the type of loan, its structuring such as coupon/ interest rate(s), maturity, schedule for Repayment etc.
- 4.3 The consultant shall be required to assist VOCPT 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.
- 4.4 The consultant shall be required for arranging/ organizing/ procuring proposals from the suitable agencies for the borrowings.
- 4.5 The consultant shall be required to draft, prepare and finalize the Offer Document / Disclosure Document /Confidential Information Memorandum /Project Information Memorandum etc.
- 4.6The consultant shall advise VOCPT for appointment of Lender through competitive vendor.
- 4.7The consultant shall co-ordinate with the Lender.
- 4.8 The consultant's assistance shall also be required to comply with the requisite statutory/ regulatory requirements and other issues related thereto.
- 4.9The consultant shall also be required to provide any other advisory and co-ordination work/ service(s) related to execution of the above said activities.
- 4.10In short, the Consultant will provide end-to-end solution for raising market borrowings for meeting the fund requirements of VOCPT ensuring cheapest mode of loan with an equilibrium position on Interest Rate Vs. Liquidity.

5. SCHEDULE OF PAYMENT:

The Consultancy Fee shall be paid to the Consultant for the scope of assignment as per this RFP. as per **Annexure 5**.

6. CONFLICT OF INTEREST:

VOCPT 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 advisor 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

as Financial Consultant to VOCPT as per the RFP. At the time of appointment, the consultant shall give an undertaking to VOCPT that he shall not undertake any legal, financial or technical advisory for any of the potential lenders **till the completion of the assignment.**

7. Termination:

7.1 By the Employer

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

- (a) If the Advisors 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 Advisors become (or, if the Advisors consist of more than one entity, if any of their Members becomes) 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 Advisors submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Advisors know to be false.
- (d) If the Advisor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8. OTHER TERMS OF THE SERVICES

- 8.1 In the event VOCPT 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.
- 8.2 Based on advice of the Consultant, VOCPT may appoint appropriate number of lender(s), on need basis, to take up activities related to marketing/ placement/ syndication of debt.

ANNEX 1

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letterhead of the Bidder)

Date:

**Financial Adviser and Chief Accounts Officer,
V.O.Chidambaranar Port Trust,
Administrative Office.,
Bharathi Nagar,
TUTICORIN-628 004.**

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 200_

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 and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr. / Ms. _____ S/o,D/o,W/o _____ R/o _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “Appointment of Financial Consultant” including signing and submission of all documents and providing information / responses to V.O.Chidambaranar Port Trust (VOCPT), representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of 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.
- Also, wherever required, the executant(s) 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 executant(s).

ANNEX 3

FORMAT FOR PERFORMANCE SECURITY

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

1. In consideration of the Board of Trustees of the V.O.Chidambaranar Port incorporated by the Major Port Trusts Act, 1963 as amended by the Major Port Trust Amendment Act, 1974 (hereinafter called "The Employer" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of trustees of V.O.Chidambaranar Port, its successors and assigns) has awarded the Contract for `Selection of a Financial Consultant cum Arranger for preparation of Medium-to-Long term Credit Plan and assist VOCPT for raising resources in US Dollar as well as Rupee Term Loan. Vide Chief Manager (Finance)'s letter No _____ dated _____.

(hereinafter called 'the said Contract') to _____ (Name of the Contractor) (hereinafter called the 'Contractor'). Under the terms and conditions of the Contract, made between the Contractors and the Employer, the Contractor is bound to submit a performance Guarantee of Rs. _____ (Rupees _____ only) to Employer, we the _____ (Name of the Bank and address) (hereinafter referred to as 'the Bank' at the request of the Contractors do hereby undertake to pay to the Employer an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or which will be caused to or suffered by the Employer by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

2. We _____ Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur mere by on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or which will be caused to or suffered by the Employer by reason of the Contractor's failure to perform the said Contract. 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. _____ (Rupees _____ only).

3. We, _____ (Name of the Bank) undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We, _____ further agree with the Employer that the guarantee herein contained shall remain in full force and effect during the period that will be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Financial Adviser & Chief Accounts Officer of the said Employer certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractors and

accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till ----- and unless a demand or suit or action to enforce any claim under the guarantee is made within six months from the date of expiry of this guarantee, i.e. on or before ----- all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED HOWEVER that the Bank shall at the request of the Employer but at the cost of the Contractors, renew or extend this guarantee for such further period of periods as the Employer may require from time to time. We, ----- Bank further agree with the Employer that the Employer 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 Contractors from time to time to postpone from any time or from time to time any of the powers exercisable by the Employer against the said Contractors 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 extension being granted to the Contractors or for any forbearance, act or omission on the part of the Employer or any indulgence shown by the Employer on the part of the Employer or any indulgence shown by the Employer to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties will but for this provision, have effect of so relieving us. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the Contractor. It is also hereby agreed that the Courts in Greater Bombay shall have exclusive jurisdiction in respect of claims, if any, under this Guarantee. We, ----- Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Dated ----- day of -----2016

For (Name of the Bank)
 (Name with Designation)
 Signature
 Seal of The Bank

Designation Note:

- 1) The Bank Guarantee should be on behalf of the bidder.
- 2) Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

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 Calendar Year 2014	
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 his Statutory Auditor.

1.2 Bidders shall have sufficient qualified personnel, sub-consultants, 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. (Continued on next page.)

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

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 as well as Rupee Term Loan. **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, 2014-15 and 2015-16) in the following format:**

Sr. No.	Name	Period of Mandate/ Execution	Scope of Consultancy Services offered	Supporting document in form of attested client certificate annexed as	Debt Amount (Rs. in crores)

Notes:

For the purpose of determining the 'Financial Consultancy' assignments 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 assignment.

In support of information provided under point no. 1.3, the applicant should submit photo copies of client's certificates **duly attested**. 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 cautioned/ listed/ debarred by any regulator/ authority or any of its clients.

1.5 Evaluation Criteria (Maximum Marks: 100)

(A)

Sr. No	Criteria	Amount (In million US \$/ Rs.)	Max marks 50
1.	The Fund raising experience of the Bidder in single assignment for arranging ECB (External Commercial Borrowings)/Foreign currency/ Rupee Term Loan in last 5 financial years ending on 2015-16.	150 – 200	10
		200 - 300	20
		300 - 400	30
		400 - 500	40
		Above 500	50

(B)

Sr. No	Criteria	Amount (In million US \$ / Rs)	Max marks 25
1	The Fund Raising experience of Team Leader in Financial Consultancy assignments, tender work and arranging ECB (External Commercial Borrowings)/foreign currency/ Rupee Term Loan in last 5 financial years (i.e. <u>2011-2012, 2012-2013, 2013-2014, 2014-15 and 2015-16</u>)	150 - 200	5
		200 - 300	10
		300 - 400	15
		400 - 500	20
		Above 500	25

Note for A & B

Amount in US Dollar will be converted into equivalent Indian Rupee by adopting the rate of Rs. 60/- (Rupees Sixty) per one US dollar.

(C)

Sl. No	Criteria	Years of Experience	Max marks 25
1	The aggregate experience In years of Team members (Excluding Team Leader) in Financial Consultancy assignments/tender work up to the year ended before Proposal Due Date.(31.03.2016)	15 to 20 Years	10
		Above 20 to 25 Years	15
		Above 25 years	25

Notes:

- a. The bids of the bidders meeting the Eligibility Criteria, as defined in Clause No. 2.1 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 points 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).

ANNEX 5

(On the letterhead of the Bidder)
“Proposal for Appointment of Financial Consultant”
Financial Proposal

PARTICULARS	Amount of Consultancy Fee (In Rs.)
Financial Consultancy Fee	

Deliverables	Time Schedule	% of Quoted Fees
(A) Stage-I		
(i) Business plan Review		
(ii) Firm up of credit plan with repayment schedule		
(iii) Draft RFQ Issue		
(iv) Draft RFP with Term Sheet		
(v) RFP and Project Information Memorandum and	32 Days	30%
(B) Stage- II		
(i) RFQ evaluation	7 Days	10%
(C) Stage- III		
(i) RFP submission by Lenders	30 Days	
(ii) RFP Evaluation	10 Days	25%
(D) Stage- IV		
(iii) Documentation for lenders	10 Days	10%
(iv) First Disbursement (as satisfaction of Post Disbursement Conditions)	13 Days	25%

SIGNATURE OF AUTHORISED REPRESENTATIVE

Note:

1. If the Delay is more than 3 days at any stage except for delay not attributable to Consultant, then a penalty @1% per day plus Applicable Service Tax will be Levied subject to maximum of 5% of Charges of respective milestone.
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 Financial Proposal shall also point out all expenses and tax liabilities likely to be payable.
4. The Quoted Price indicated in the Financial Proposal shall be inclusive of all charges and incidental expenses.
5. The Quoted Price shall be inclusive of all taxes excluding service tax, which shall be paid as per the prevailing rate.
6. No escalation on any account will be paid by VOCPT during the entire contract period.
7. All payments shall be subject to deduction of taxes at source as per Applicable Laws.
8. Travel expenses outside Mumbai will be reimbursed at actuals, subject to Approval of Competent Authority.

.....
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.