



MORMUGAO PORT TRUST

FINANCE DEPARTMENT

TENDER FOR APPOINTMENT OF TRANSACTION ADVISOR CUM CONSULTANT

(Electronic Tender cum Auction)

e-Tender Number	FA/B&C/2017/01
Nature of Work	Appointment of Transaction Advisor cum Consultant for preparation of Medium-to-Long Term Credit Plan and assisting MPT for raising Borrowings.
Tender Issue Date	From 30/06/2017 To 20/07/2017
Due date for uploading Technical & Financial Bid	11:00 hrs on 20/07/2017
Earnest Money Deposit (EMD)	Rs 40,000/-
Tender Cost	Rs 500/-
Technical Bid opening (Cover-I)	20/07/2017
Price bid opening (Cover-II)	24/07/2017
Website for details	www.mptgoa.com / www.tenderwizard.com/MPT
Address for communication	Financial Advisor & Chief Accounts Officer 1 st Floor, Main Administration office building Mormugao Port Trust Headland, Sada Goa - 403804 Phone: 0832 2521130 Fax: 0832 2521135 E mail: facao@mptgoa.com

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1.0 Introduction:

- 1.1 Mormugao Port Trust (MPT) is a Major Port situated in the west coast of India. There are 7 operating berths, 3 non cargo berths and 6 nos. mooring dolphins in the port as detailed below;

Sl. No	Berth No.	Carg	owned / operated
1	1,2,3	Ship Repair facility	WISL
2	4	Port crafts	Port
3	5	General cargo	SWPL
4	6	Coal	SWPL
5	7	Coal	AMPTL
6	8*	Liquid Bulk	Port
7	9*	Iron Ore	Port
8	10	General Cargo	Port
9	11	General Cargo	Port
10	Cruise Berth	Cruise	Port
11	Mole Berth	Defense	Port
12	Mooring Dolphins	Bulk Cargo	Port

* Berths 8, 9 and Barge berths will be handed over to a PPP Operator shortly for redevelopment.

- 1.2 The present depth of approach channel is -14.4 m CD and the port is proposing to deepen the approach channel and inner basin upto 19.8 m CD so that, capsized vessels can be handled by January 2018.
- 1.3 The principal commodities handled are iron ore (export), coking coal/thermal coal import, export of steel coils, granites, etc. and import of POL products, other liquid cargo, wood chips and other break bulk cargo.
- 1.4 The main hinterland of this port are State of Goa, southern Maharashtra and northern regions of Karnataka state. The port is well connected by NH 17 B and railway line from Vasco Station. The 4 lane highway with the flyover bypassing Vasco city, landing near Berth No. 9 is expected to be completed by Oct. 2018, which will facilitate seamless traffic flow.

2.0 Request For Proposal

MORMUGAO PORT TRUST

Competitive Bidding through E- Tender under Two Stage Bidding Process for selection of a Transaction Advisor Cum Consultant for preparation of Medium to Long Term Credit Plan and assisting Mormugao Port Trust (MPT) for raising Borrowings.

1. The Mormugao Port Trust invites Technical and Financial Proposal from the Bidders, who are interested in preparation of Medium-to-Long term Credit Plan and assist MPT in raising funds in 'US Dollars'.
2. The scope of work includes preparation of Medium-to-Long term Resource-cum Credit Plan and assisting in raising borrowings by evaluating various borrowing options and suggesting the suitable borrowing option convenient to the Port.
3. An agreement will be drawn up between MPT and the Successful Bidder.
4. Interested parties may download the Request for Proposal documents (the "RFP" document) from the address www.mptgoa.com / www.tenderwizard.com/MPT website.
5. For submission, evaluation and selection of a Transaction Advisor Cum 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 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. MPT 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 11.00 hrs 20/07/2017 in the manner specified in the RFP document through E-Tender.

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No.FA/B/46/2017/55
Dated:30.06.2017

MORMUGAO PORT TRUST

Tender for Appointment of Transaction Advisor cum Consultant for preparation of Medium-to-Long Term Credit Plan and assisting MPT for raising Borrowings.

Online e-Tendering Mode Only

Online tenders in two-bid system (Technical Bid & Price Bid) are invited for, Appointment of Transaction Advisor cum Consultant for preparation of Medium-to-Long Term Credit Plan and assisting MPT for raising Borrowings.

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:

Name of work	Tender for Appointment of Transaction Advisor cum Consultant for preparation of Medium-to-Long Term Credit Plan and assisting MPT for raising Borrowings. Through Online e-Tendering Mode.
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD) of `40,000/- (Rupees forty thousand Only) in the form through e-payment or NEFT/RTGS.
Tender participation fee	`500/-. The Tender participation fee should be paid through e-payment mode or NEFT/RTGS.

Note: Instructions for Bidders:-

- **MPT invites bids 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 of MPT (www.tenderwizard.com/MPT).**
- **MPT will not entertain and will not accept any reasons of**
 - **Bidders for Net Connection Failure / Electric Current Failure.**
 - **Any issues during on line filling / updation of bids.**
 - **Bidders should be aware of all these facts and shall take all due care to upload his bid documents on portal well in advance.**
 - **MPT will not take any liabilities and claims for failure of Network and problem arise during submission of online bid.**

4 Tender Process

4.1 Instructions to Bidders:

A) Bidding Process & General Guidelines

4.1.1 Background / Information

- I. Mormugao Port Trust (MPT) has a proposal for deepening of Port Channel to -19.8 Mtrs to handle cape size vessels. To finance this project MPT proposes to explore economical borrowing options. Expected amount of borrowing is approximately Rs 350 crores/ 50 Million US dollars
- II. MPT proposes to appoint an Agency to study and analyse pattern and quantum of MPT's financial resources and taking in to account the projected resource requirements and availability of income of Port and Dock Charges in 'US Dollar denomination' develop a detailed year to year credit plan and also assist MPT in raising resources from the market in INR or foreign currency.
- III. MPT invites Bids for appointment of Transaction advisor cum Consultant for preparation of Medium-to-Long term Resource-cum-Credit plan and to assist in initially preparing a credit strategy for MPT and directly assisting in raising resources in INR or foreign currency. The services of the consultant will be required for entire range of activities given in **Clause – 4.5** herein after. The consultants are required to submit Bid along with financial proposal. However, MPT has the right to add related or delete unrelated activities given in the scope of work during contract period.

4.1.2 Period of Completion

The work shall be treated as complete after disbursement of loan. The expected duration of consultancy would be six months.

4.1.3 Two Stage bidding Process

For selecting a party to undertake the above assignment, MPT 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 MPT.

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

4.1.5 Definitions:

Assignment / Consultancy services: Refers to preparation of Medium-to-Long term Resource-cum-Credit plan and to assist MPT in initially preparing a credit strategy for raising funds lowest cost of Interest.

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

Agreement shall mean the agreement to be signed at the end of the RFP stage, between MPT 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 4.2.3** of this Document.

Business Entity / Entity shall mean a company incorporated under the Companies Act, 2013 (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 4.2.15** of this RFP Document.

Successful Bidder shall be the identified based on **clause 4.2.16 and 4.2.17** of this Document

4.1.6 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. MPT will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

4.1.7 Contents of RFP

The RFP consists of two Parts Technical Proposal and Financial Proposal and would include any Addendum issued in accordance with Clause 4.1.9 of the RFP.

4.1.8 Clarifications

- I. A prospective Bidder requiring any clarification on the RFP may notify the MPT in writing / by email. Bidders should send their queries latest by 12/07/2017. MPT's response for the queries will be replied by 15/07/2017, and will also be host on MPT's website.

4.1.9 Amendment of RFP

- I. MPT may modify the RFP by issuing an Addendum
- II. 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 MPT's website. MPT will assume no responsibility for the postal delays.
- III. To give prospective Bidders reasonable time to take Addendum into account in preparing their bids, MPT may, at its sole discretion, extend the Due Date.

4.2 Bidding Process

Bidders to follow the following procedure to submit the bids online through the E-tender site www.tenderwizard.com/MPT

The procedure for e-tender is enclosed as **Annexure-IX**

4.2.1 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, MPT 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 shall prevail.

4.2.2 Currency of Proposal and Payments

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

4.2.3 Earnest Money Deposit

- I. Technical Proposal would need to be accompanied by a E. M. D. in Indian Rupees for `40,000.00 (Rupees forty thousand only) as mentioned in E-tender procedure.
- II. 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 MPT, 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 MPT on the expiry of the Proposal Validity Period or the execution of the Agreement, whichever is earlier. In addition to the above, MPT will promptly release all Bid Securities in the event MPT decides to terminate the bidding proceedings or abandon the Project.

- III. Tenders received without EMD shall be rejected outright.
- IV. The entire E.M.D. shall be forfeited in the following cases:
 - (i) If the Bidder withdraws the 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 MPT.

4.2.4 Proposal validity Period

Proposal shall remain valid for a period not less than 90 days from the Proposal Due Date. MPT reserves the right to reject any proposal which does not meet the requirement.

4.2.5 Extension of Proposal validity Period

- (i) In exceptional circumstances, prior to expiry of the original Proposal Validity Period, MPT 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. MPT 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.
- (ii) 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.

4.2.6 Bidder's Responsibilities

- (i) 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 on the Bidders' own risk.

- (ii) It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - a. Made a complete and careful examination of requirements and other information set forth in this RFP; and
 - b. Received all such relevant information as it has requested from MPT; and
- (iii) MPT shall not be liable for any mistake or error or negligence by the Bidder in respect of the above.
- (iv) 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
- (v) All correspondence/ enquiry should be submitted to the following in writing by fax/ post/ courier/e-mail.
- (vi) No interpretation, revision or other communication from MPT regarding this solicitation is valid unless in writing and signed by FA & CAO, MPT or through official e-mail of FA & CAO, MPT.

4.2.7 Format & Signing of the Proposal

- I. The Bidder would provide all the information as per this RFP. MPT 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.
- II. The Proposal should be submitted in two Parts
 - “Part 1: “Technical Proposal”** which will consist of details mentioned in **Clause 4.4.1** of this RFP **as per Annexure - VIII.**
 - “Part 2: Financial Proposal”** which will consist of the details mentioned in **Clause 4.4.2** of this RFP **as per Annexure - IV.**
- III. The Bidder shall prepare and submit Technical and Financial Proposal separately.
- IV. 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.

- V. All documents should be submitted in a **hard bound/spiral bound form**, separately for Technical Proposal. Bid Security is to be submitted before opening of the Tender. The Proposal should not include any loose papers.
- VI. 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 **Annexure - II** of this RFP.
- VII. The Proposal shall contain no alterations or additions, except those to comply with instructions issued by MPT 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.
- VIII. MPT reserves the right to reject any Proposal which is not sealed and marked as instructed above and MPT will assume no responsibility for the misplacement or premature opening of the Proposal.

4.2.8 Proposal due date & time

- I. Proposal should be submitted before 11:00 hours Indian Standard Time (IST), on the Proposal Due Date, as stated in **Annexure - I** in the manner and form as detailed in the Instructions to bidders. Proposals submitted by either facsimile transmission or telex will not be accepted.
- II. MPT may, in exceptional circumstances and at its sole discretion, extend the Proposal due Date by issuing an Addendum in accordance with **Clause 4.2.4 uniformly** for all Bidders.

4.2.9 Late Proposals

Any Proposal received by MPT after 11:00 hours IST on the Proposal Due Date will not be accepted by MPT.

B) Evaluation Process

4.2.10 Proposal Opening date

- I. At first only Technical Proposal will be opened. The proposal with no EMD shall be summarily rejected.
- II. MPT would subsequently examine responsiveness of Proposals in accordance with the criteria set out in **Clause 4.2.16**

- III. After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

4.2.11 Non- Discriminatory and Transparent bidding proceedings

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

4.2.12 Confidentiality

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. MPT 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. MPT 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.

4.2.13 Clarifications

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

4.2.14 Proposal Evaluation

- I. The Technical Proposal will undergo evaluation as per the criteria and process specified in **Annexure - VIII** 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. MPT reserves the right to reject the proposals, which do not meet the technical and financial parameters stipulated in the RFP.
- II. Proposals not accompanied by “EMD” shall not be evaluated.

4.2.15 Test of Responsiveness

- I. MPT 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 4.2.3 - I**
 - b. The Proposal is received by the Proposed Due Date and time including any extension thereof.
 - c. The Proposal is signed, sealed and marked as stipulated in **Clauses 4.2.7 and 4.2.8**
 - 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 4.2.4**
 - 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 MPT without communication with the Bidder). MPT reserves the right to determine whether the information has been provided in Reasonable Detail.
- II. 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.
- III. MPT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MPT in respect of such Proposals.

4.2.16 Evaluation of Technical Proposals (Stage-I)

- I. Only those Proposals that are found to be responsive to the requirements of the RFP as specified in **Clause 4.2.15 - I** above and there is no material deviation or reservation as per **Clause 4.2.15 - II** above would be assessed for technical and financial capability to undertake the Project as per **Annexure - VIII**.

4.2.17 Evaluation of Financial Proposals (Stage-II)

- I. MPT will open ‘FINANCIAL PROPOSAL’ of the Bidders, who qualify the Minimum eligibility criteria as specified in **clause 4.2.16**.
- II. The bidder who has submitted the lowest offer shall be considered for award of work.

4.2.18 Performance Security

- I. 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 in Goa in favour of Mormugao Port Trust, payable at Vasco- Da-Gama, for an amount equivalent to 10% of the total amount of consultancy fee payable by MPT 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 - III** .Bank guarantee should be valid for a period of 6 months with a claim period of 3 months, which should be extended as per the requirement of MPT.
- II. Failure of the Successful Bidder to comply with the requirements **Clause 4.2.18** shall constitute sufficient ground for the annulment of the LOA and forfeiture of the E. M. D. In such an event, MPT reserves the right to take any such measure as may be deemed fit in the sole discretion of MPT including annulment of the bidding process.

4.3 Minimum Eligibility Criteria (MEC)

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.

4.3.1 Conditions of Eligibility of Applicants

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

A) Key Personnel

i) 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...

ii) The team leader shall have minimum experience of 10 years of consultancy for raising finance and shall have experience in arranging at least one foreign currency loan. Details to be submitted along with the CV.

iii) The Team Member shall have minimum experience of 5 Years and have experience as Team Member of consultancy for raising finance.

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

B) Technical Capacity

- I. The Bidder should have handled/ arranged/ managed at least one loan equivalent to Rs.300 Crores in foreign currency (ECB/FCNB) in last 5 (five) financial years (i.e. 2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-17) **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 4.5 of this TOR and should submit an undertaking for the same.

4.3.2 Eligible Bidders

- I. The Bidder shall be a single entity and not a group of entities/Joint Venture/ Consortium.
- II. At any point in time during the Bidding Process, if required by MPT, 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 MPT.
- III. All Proposals must be submitted, duly signed by the Bidder.
- IV. Any entity which has been barred by MPT from participating in MPT works/assignment and the bar subsists as on the proposal due date would not be eligible to submit the Proposal.

4.4 Contents of Proposal

4.4.1 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 Annexure -VIII**
- b. Technical Response Sheet No.2 giving details of financial consultancy assignments as per **clause 1.3 of Annexure - VIII.**
- c. Covering letter clearly stating the validity period of the Proposal in the prescribed format **Annexure - I.**
- d. Power of Attorney for signing the Proposal, as per the prescribed format **Annexure - II.**
- e. E. M. D. as per **Clause 4.2.3. - I**
- f. Copy of Pan No., GST Registration Certificate and RTGS details in requisite format.

4.4.2 Financial Proposal

- I. Applicants shall submit the financial proposal considering the Scope of Services as defined in **Clause 4.5**, in the format at **Annexure - IV** (the “**Price Bid Format**”), clearly indicating the total cost (the Quoted Price) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative.
- II. 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 GST, which shall be paid extra as applicable.
 - (iv) No escalation on any account will be paid by MPT during the entire contract period.

- (v) All payments shall be subject to deduction of taxes at source as per Applicable Laws.

4.5 Terms of Reference (Scope of Service)

4.5.1 Financial Proposal

- I. The consultant should develop the credit strategy for MPT. The consultant will be required to analyse the pattern and quantum of MPT's financial resources in terms of US Dollar and assess the resource requirements for the project.
- II. The consultant shall develop a detailed year-to-year credit plan and also assist MPT 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 MPT on finalization of the type of loan, its structuring such as coupon/ interest rate(s), maturity, schedule for Repayment etc.
- III. The consultant shall be required to assist MPT 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.
- IV. The consultant shall be required for arranging/ organizing/ procuring proposals from the suitable agencies for the borrowings.
- V. The consultant shall be required to draft, prepare and finalize the Offer Document / Disclosure Document /Confidential Information Memorandum /Project Information Memorandum etc.
- VI. The consultant shall advise MPT for appointment of Lender.
- VII. The consultant shall co-ordinate with the Lender.
- VIII. The consultant's assistance shall also be required to comply with the requisite statutory / regulatory requirements and other issues related thereto.
- IX. The consultant shall also be required to provide any other advisory and co-ordination work/ service(s) related to execution of the above said activities.
- X. In short, the Consultant will provide end-to-end solution for raising market borrowings for meeting the fund requirements of MPT.

4.5.2 Schedule of Payment:

The Consultancy Fee shall be paid as per **Annexure - IV**.

4.5.3 Conflict of Interest

MPT 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 assumed by him as Financial Consultant to MPT. At the time of appointment, the consultant shall give an undertaking to MPT that it shall not undertake any legal, financial or technical advisory by any of the potential lenders **till the completion of the assignment.**

4.5.4 Termination

By MPT

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

- (a) If the consultant fails 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 consultant become (or, if the consultant 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 consultant submit to MPT 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 consultant, in the judgement of MPT has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

4.5.5 Other Terms of the Service

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

5.0 General Conditions

Annexure- I

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letterhead of the Bidder)

Date:

To,
FA & CAO,
Mormugao Port Trust,
1st Floor, Main Administration office building,
Mormugao Port Trust,
Headland, Sada,
Goa – 403 804.

Dear Sir,

Ref:

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 90 days** from the Proposal Due Date.

Dated this Day of 20

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

Annexure - II

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 Transaction Advisor Cum Consultant” including signing and submission of all documents and providing information / responses to Mormugao Port Trust (MPT), 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:
- 1) 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.
 - 2) 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).

Annexure - III

FORMAT FOR PERFORMANCE SECURITY

(To be issued by a Bank, as defined in Clause 4.2.18 of this RFP)

Bank guarantee bond to be issued by nationalized banks only

In consideration of the Board of Trustees, Mormugao Port Trust (hereinafter called "Board") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "The said Contractor(s)" for the work (hereinafter called "The said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a Security/Guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We,(indicate the name of the Bank) (hereinafter referred to as "The Bank") do hereby undertake to pay to the Board an amount not exceeding Rs.....(Rupees..... only) on demand by the Board.

2. We,(indicate the name of the Bank) 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 required to meet the recoveries due or likely to be due from the said contractor(s). 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, the said Bank, further undertake to pay to 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 a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

- 4. We,(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, or till the Board, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s), and accordingly discharge this guarantee.

- 5. We(indicate the name of the Bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to Sureties would, but for this provision, have effect of so relieving us.

- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

- 7. We,(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.

8. This Guarantee shall be valid upto unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the day ofFor

(indicate the name of the Bank).

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.

Annexure - IV

(On the letterhead of the Bidder)

“Proposal for Appointment of Transaction Advisor Cum Consultant”

PRICE BID FORMAT

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

Payment schedule

Deliverables	Time Schedule	Amount to be paid (% of Quoted Fees)
(A) Stage-I		
(i) Credit Requirement Assessment		
(ii) Firm up of credit plan with repayment schedule		
(iii) Issue of Tender	21 Days	20%
(B) Stage- II		
(i) RFP submission by Lenders	21 Days	
(ii) RFP Evaluation	6 Days	35%
(C) Stage- III		
(i) Documentation for lenders	14 Days	
(ii) First Disbursement (as satisfaction of Post Disbursement Conditions)		45%
Total	62 Days	100%

*Amount indicated is excluding GST.

**GST will be extra at applicable rates

Note:

1. 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 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 GST, which shall be paid as extra as applicable.
6. No escalation on any account will be paid by MPT during the entire contract period.
7. All payments shall be subject to deduction of taxes at source as per Applicable Laws.

.....
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.

Annexure - V

BIDDER DETAILS

(TO BE DULY FILLED & SUBMITTED ALONG WITH TENDER)

1	Name of the Organisation	
2	Address (In Detail)	
3	Telephone Number	
4	E-Mail Id	
5	Permanent Account Number (PAN)	
6	Bank Name	
7	Bank Branch Address (In Detail)	
9	Bank Account Number	
10	Bank Account Type	
11	IFSC Code	
14	GST Registration Number	

AUTHORISED SIGNATURE
ALONG WITH SEAL

Annexure –VI

FINANCIAL DATA

Details of aggregate loan handled/ arranged/ managed during the last 5 years

Sl. No.	Financial Year	Name of the Organisation	Amount of loan in foreign currency
1			
2			
3			
4			
5			

Note: The bidder should have handled /arranged/managed aggregate loan of minimum `300 crores in foreign currency at least one in last 5 (five) financial years. **Documentary evidence in support of the same, should be submitted**

SIGNATURE OF BIDDER

Annexure –VII

PROFORMA OF UNDERTAKING THAT NO CHANGES HAVE BEEN MADE IN THE E-TENDER DOCUMENT DOWNLOADED.

To ,
The FA &CAO,
Mormugao Port Trust,
Headland,Sada,
Goa – 403 804.

Sir,

We, _____

_____ do hereby confirm that no changes have been made in the e- tender document downloaded and submitted by us for the e- tender No. _____.

Yours faithfully,

Signature :
Name & Designation :

Annexure –VIII

EVALUATION CRITERIA

1 Evaluation of Technical Proposals

The Technical Evaluation would be carried out based on the following details:

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.	Year of Venturing into Debt Placement/ Syndication Activity	
4.	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 4.5 [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:

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 ending on 31.03.2017 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 (in US Dollar)

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. IV). 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. 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 caution listed/ debarred by any regulator/ authority or any of its clients.
- 1.5 The bids of the bidders meeting the Eligibility Criteria, as defined in Clause No. 4.3.1 will only be considered for Technical Evaluation and bids of the bidders not meeting the Eligibility Criteria will be summarily rejected.

Annexure - IX

Procedure for e-Tender

(Also see www.tenderwizard.com/MPT)

1. Bidder should do the registration in the tender site using the "Vendor Registration" link available on home page.
2. Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
3. Bidder can use Document Library menu to upload technical documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4. Bidder may get the tenders published documents in Tender free view link in home page and download the required documents/tender schedules free of cost for read only.
5. Bidder then login into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
6. Only one DSC should be used for a bidder and should not be misused by others.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the Addendum/Corrigendum's published before submitting the bids online.
9. Bidder must fill the bid documents to be submitted as indicated in the tender schedule and they should use the uploaded format in website.
10. Bidder should submit the EMD and tender fee as specified in the tender in the Notice Inviting Online Tender (NIOT). However, E-payment of Tender Fee and EMD shall be confirmed during the opening of the Technical Bid of the respective firms. ***Tender without Tender fee and EMD will be rejected outright.***
11. Bidder selects the tender which he is interested using Tender search option initially the tender will be available in vendor unapplied stage.
12. From vendor unapplied stage Bidder has to request the tender document by clicking on Request tender form level-1 icon.

13. After requesting the tender, same will move to vendor In progress.
14. The bidder has to select 'Edit Attachment Level 1' icon under action menu of particular tender.
15. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
16. The Bidder has to quote the price in the excel sheet Price Bid by filling the highlighted in blue colour cells and should be updated. The Price Bid document, if found modified by the bidder, their bid will be rejected.
17. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
18. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
19. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
20. For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
21. Bidder should log into the site well in advance for bid submission so that they submits the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
22. Each document to be uploaded online for the tenders should be less than 5 MB and Price bid and Technical bid should be less than 2 MB. If any document is more than 5 MB, it can be reduced by scanning at low resolution and the same can be uploaded.
23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidder should follow this time during bid submission.
24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
25. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.

26. Any documents that are uploaded to the server are subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
27. Bidder is required to submit their tender through online in the form of Two cover system on or before due date of closing time. The tender received after the due date and time will not be entertained.
28. Tender Document can be submitted online only in the designated two cover system on the e-tender website www.tenderwizard.com/MPT on or before the due date and time.
29. Bidder should submit the Bid as per the prescribed format and accordance with the Instructions to Bidders, General Conditions of Contract and List of Documents etc.
30. Technical bid (Cover-I) : The Bidder shall upload in the e-portal website, in the form of scanned copy, documents required as specified in the Bid.
31. Price Bid (Cover II) and e-Auction:
 - a. Price should be quoted in Online in a spread sheet file (.xls format) available in e- tender portal only. The Price Bid will consist of the quoted Consultancy fees. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-tender mode only will be taken up for the purpose for evaluation.
 - b. The bidder offering lowest bid in the tender process will be selected for award.

* * *