

PARADIP PORT AUTHORITY



REQUEST FOR PROPOSAL (RFP)

**“Transaction Advisory Services including Audit of the Gross Revenue
and Financial Statements of PPP Projects”**

Letter of Invitation No. PPT/PIO/OE/75/20/... Dt. 29/12/2023

**Engineering Department
Harbour Works Division - III
Paradip Port Authority
Jagatsinghpur, Odisha – 754 142**

Request for Proposal for “Transaction Advisory Services including Audit of the Gross Revenue and Financial Statements of PPP Projects” in e-Procurement mode through empanelled list of Transaction Adviser circulated by Department of Economic Affairs, Ministry of Finance.

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Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment

Or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Section – 1

ENGINEERING DEPARTMENT PARADIP PORT AUTHORITY

No. PPT/PIO/OE/75/20(PT-1)/452

Dt. 29/12/2023

E-TENDER CALL NOTICE

1. e-Tenders are invited in Single Stage Two Bid System for the following work on behalf of Paradip Port Authority (PPA) from the Empanelled Transaction Adviser for Public Private Partnership Projects circulated by Department of Economic Affairs, Ministry of Finance vide F. No. 2/3/2021-PPP, dt. 01.07.2022 through on-line bidding on the website <https://eprocure.gov.in/eprocure/app> having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

2. The bidders may submit bids for the following works.

Name of Work	E.M.D. (in Rs.)	Cost of RFP Document (in Rs.)	Period of Contract (in months)
Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects.	1,00,000/- (Rupees One Lakhs only)	10,000/- (Rupees Ten Thousand only)	12 (Twelve) months

3. **TIME SCHEDULE FOR RFP:**

Sl. No	Particulars	Date	Time
1	RFP e-publication date	29/12/2023	17:00 Hrs
2	(a) Document download start	29/12/2023	17:00 Hrs
	(b) Document download end date	12/02/2024	17:00 Hrs
3	(a) Start date for seeking clarifications online	29/12/2023	17:00 Hrs
	(b) Last date for seeking clarifications online	08/01/2024	17:00 Hrs
4	Date of uploading response to clarifications sought	19/01/2024	17:00 Hrs
5	(a) Bid Submission start date	29/12/2023	17:00 Hrs
	(b) Bid Submission end date	12/02/2024	17:00 Hrs
6	Tender Opening date	13/02/2024	11:30 Hrs

4. CONTRACT DATA:

(A) GENERAL INFORMATION :

Sl. No.	Particulars	Details
1	Name of the Work	Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects
2	Employer	Paradip Port Authority
3	Executing Authority	Executive Engineer (HWD-III), PPA
4	Accepting Authority	Chairman, Paradip Port Authority

(B) BID INFORMATION:

6	Intended completion period/ Time period assigned for completion	01 (One) Year
7	Last Date & Time of submission of Bid	12/02/2024 at 17:00 Hrs
8	Date of opening	13/02/2024 at 11:30 Hrs
9	Tender Fee	
	Amount	Rs.10,000/-
	Through NEFT/RTGS and A/c. details	A/C No. : 0254104000169615 In favour of : Paradip Port Authority. Type of A/C : Saving Branch : IDBI Bank Ltd , Madhuban, Paradip. IFSC : IBKL0000254
10	Earnest Money Deposit	
	Amount	Rs.1,00,000/-
	Through NEFT/RTGS and A/c. details	A/C No. : 0254104000169615 In favour of : Paradip Port Authority. Type of A/C : Saving Branch : IDBI Bank Ltd , Madhuban, Paradip. IFSC : IBKL0000254
11	Bid validity period	06 (Six) months (180 Days) from the due date of submission of bid
12	Currency of Contract	Indian Rupee
13	Language of contract	English

- The Empanelled Transaction Adviser for Public Private Partnership Projects circulated by Department of Economic Affairs, Ministry of Finance vide F. No. 2/3/2021-PPP, dt.01.07.2022, who intend to participate in the RFP, may download the RFP document available in the website: <https://eprocure.gov.in/eprocure/app>.
- The Bid documents will be available in the website: <https://eprocure.gov.in/eprocure/app> from 29.12.2023 at 17:00 Hours to 12.02.2024 at 17:00 Hours for online bidding.
- The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.

8. All Bids are to be submitted online on the Website <https://eprocure.gov.in/eprocure/app>. No Bid shall be accepted off-line. The Bids shall be received only “online” on or before 12.02.2024 up to 17:00 Hours. The bid must be accompanied with cost of RFP document and Earnest Money Deposit (EMD).
9. After opening of the Bid, the original documents as per requirement of the e-Tender Document will be verified by Paradip Port Authority.
10. The bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC).
11. The authority will not be held responsible for any technical hang or network failure during on-line bidding. It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the e-Tender website. Under any circumstances, PPA shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
12. Appointment of Transaction Advisor will be on the basis of financial evaluation as well as evaluation of Resume/ CVs of personnel to be deployed for the said assignment under QCBS methodology.
13. The detailed description of scope of services, terms & conditions and other requirements relating to this Transaction Advisory service are specified in RFP. Also other details including submission of bids can be seen in the RFP documents.
14. The authority reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.
15. The authority will not be held responsible for any late receipt of bids.
16. Conditional Bids will not be accepted.
17. Any corrigendum/addendum shall be notified in the website <https://eprocure.gov.in/eprocure/app>.

**Executive Engineer (HWD-III),
Engineering Department
Paradip Port Authority**

Section – 2

INFORMATION TO BIDDERS FOR e-PROCUREMENT

2.1 GENERAL INFORMATION:

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Tender Inviting Authority. It also provides information on online bid submission, opening, evaluation and contract award.

2.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.3 REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile No. All the correspondence shall be made directly with the contractors/bidders through e-Mail-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID /password and the password of the DSC / e-Token.

Note: Those who already enrolled not need to go through this step.

2.4 PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids. After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can

view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any clarifications if required they have go through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats.

2.5 SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. All other information have been furnished at Sl. No.4 of the e-Tender Call Notice.
- (ii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iii) In the e-tender system, after uploading the Bid, the Bidder need not to send any documents (hard copy) to the tender inviting authority before opening of Bid. After opening of the bid, the authenticity of the uploaded documents will be verified by the tender inviting authority.
- (iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.
- (v) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vi) Bidders shall download the Schedule of Prices, in .xls format and save it without changing the name of the file. Bidder shall quote their rates in figures only in blue background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that while uploading of financial bid, macros must be enabled to see the word representation of figures.
- (vii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- (viii) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.

- (ix) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (x) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology

Section – 3

INSTRUCTIONS TO BIDDERS

A. Online Bid Process:

3.1 General:

Online bids are invited by Paradip Port Authority (PPA) for Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects through e-Procurement mode under two cover system from the Empanelled Transaction Adviser for Public Private Partnership Projects circulated by Department of Economic Affairs, Ministry of Finance.

3.1.1. The RFP document through e-procurement mode can be downloaded by the bidder from the e-procurement portal link (<https://eprocure.gov.in/eprocure/app>) from the date indicated in Section-1 (e-TCN).

3.1.2. The Cost of RFP Document and EMD shall be paid as described in the RFP Document.

- The Cost of RFP Document and EMD shall be deposited only through NEFT/RTGS as mentioned in Sl. No. 4 of e-TCN.
- The proof of Cost of RFP Document and EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the RFP Document while submitting bid electronically in the e-procurement portal.
- The EMD shall be retained until finalization of Tenders. EMD of the unsuccessful tenderers will be refunded once LOA is awarded to successful tenderer. For successful tenderer, the EMD will be refunded on submission of required Performance security and signing of the agreement.
- The Bid Security will be forfeited, if
 - a) the Bidder withdraws the Bid after Bid opening during the period of Bid Validity; or
 - b) any statements/ documents/ information submitted by Bidder is found false/ incorrect, willful misrepresentation or omission of facts, submission of fake/ forged documents; or
 - c) the successful Bidder fails within the specified time limit to
 - i) sign the Agreement or
 - ii) furnish the required Performance Security

3.1.3. The offer must be valid for a minimum of **180 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.

3.1.4. The bids will be ranked according to the combined score of technical and financial Proposals. The bidder whose combined score is the highest as per the provisions in Section-4 shall be declared as the successful bidder. PPA reserves the right to accept any or to reject any bid without assigning any reason therefor.

3.1.5. The Prospective Bidders who need clarifications on any specific issue, if any, shall submit the same through e-tendering portal on or before 08.01.2024, 17:00 Hrs.

- 3.1.6.** No queries / clarifications shall be entertained after 17:00 Hrs on 08.01.2024. The bidder's queries will be clarified through notification in e-procurement website <https://eprocure.gov.in/eprocure/app>.
- 3.1.7.** The due date of online submission of offers will be as indicated in the e-TCN (Section-1), unless otherwise notified. In the event of changes in the schedules, the Executive Engineer (HWD-III), Engineering Department, Paradip Port Authority shall notify the same only through e-procurement portal link <https://eprocure.gov.in/eprocure/app>.
- 3.1.8.** If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

3.2 COVER – I DETAILS: TECHNICAL BID DOCUMENTS

This shall contain the following:-

- i) Letter of Proposal (Annexure-1)
- ii) Particulars of the Applicant (Annexure-2)
- iii) Statement of Legal Capacity (Annexure-3)
- iv) Power of Attorney (Annexure-4)
- v) Curriculum Vitae (CV) of Key Personnel (Annexure-5)
- vi) Self-Evaluation Sheet (Annexure-6)
- vii) Undertaking of Conflict of Interest (Annexure-7)
- viii) Bid documents together with accompaniments duly signed and sealed on each page by the Authorized Signatory.
- ix) Scanned copy of NEFT/RTGS transactions towards Cost of RFP Document and EMD.
- x) Copy of PAN Card & GSTIN certificate.

Proposals received without any of the above documents will be summarily rejected.

3.3 COVER – II DETAILS: FINANCIAL BID – Schedule of Prices

Price should be quoted in the Financial Bid in a spreadsheet file (.xls format) available in e-procurement Portal only. **Any indication of 'Quoted price' in the online Technical Bid documents shall lead to rejection of the bid outright.**

Bidders should not submit their own excel sheets or any other formats which will not be accepted by PPA for evaluation.

The Bidder must quote the price excluding GST amount on the overall value of works in the 'Schedule of Prices' provided in e-procurement portal and the same will be considered by PPA for selection of successful bidder.

3.4 DETERMINATION OF RESPONSIVENESS OF BIDS:

A proposal shall be considered Responsive only if,

- a) Online proposal is received before the proposal due date and time as in Section-1 (e-TCN).

- b) It contains the information and documents as specified in the RFP Document in Clause 3.2 above.

3.5 Deadline for Submission of Bids

- a) Bids must be uploaded in the website <https://eprocure.gov.in/eprocure/app> not later than the time and date indicated in the e-TCN.
- b) The employer may extend the deadline for submission of the bid by issuing an amendment in accordance with Clause 3.8.4, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

3.6 Modification and Withdrawal of Bids

- a) The bidders may modify, substitute or withdraw their bid after submission by giving notice in writing before the deadline prescribed above **through e-Procurement Mode**.
- b) No bids shall be modified after the deadline for submission of bids.

- 3.7** Any Fax/E-Mail/Manual submissions will be treated as defective, invalid and rejected. Only detailed complete submissions received online through e-procurement portal will be taken as valid.

3.8 OTHER TERMS & CONDITIONS

3.8.1 Bid Preparation Cost

The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in the bidding process. Paradip Port Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.8.2 Paradip Port Authority's Right to Accept or Reject Bid

- a. Notwithstanding anything contained in the Bid Document Paradip Port Authority reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- b. Paradip Port Authority reserves the right to invite revised Technical Bids and/or revised Financial Bids from Bidders with or without amendment of the Bid document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. Paradip Port Authority reserves the right to reject any Bid if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.

3.8.3 Contents of Bid Document

The Bid Document comprises the contents as mentioned in this document and would additionally include Addenda / Amendment if any, issued in accordance

with Clause 3.8.4.

3.8.4 Amendment of Bid Document

- a. At any time prior to the deadline for submission of Bid, Paradip Port Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda.
- b. Any Addendum thus issued will be hosted in the website at least two days prior to the dates specified for submission of the bids. All the Bidders who have downloaded the Bid Document are requested to verify any such addenda if added, prior to submitting their bid which will be binding upon them.
- c. In order to afford the Applicants, a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

3.8.5 Language

The Bid supporting documents, printed literature and all related correspondence and documents should be written in the English language only.

3.8.6 Currency

The currency for the purpose of the bid shall be in Indian Rupees (INR).

3.8.7 Format and Signing of Bid

The Bidders would provide all information as per this Bid Document as well as subsequent clarifications / explanations furnished by Paradip Port Authority. Bid documents together with accompaniments should be duly signed and sealed on each page by the Authorised Signatory. Paradip Port Authority reserves the right to reject any non-responsive bid.

3.9 BID OPENING

3.9.1 Opening of Technical Bid (Cover-I)

The Technical Bid-Cover-I will be opened at the date & time, indicated in the e- TCN. The online bid-opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the bid opening record shall be made available on the e-Procurement System.

3.9.2 Opening of Financial Bid (Cover-II)

Financial Bids of the bidders, who qualify in the “Technical Bid”, will be opened on a later date, upon due intimation through e-procurement portal. The online financial bid opening event may be viewed by the bidders at their remote end, by logging on to the e-Procurement System. A copy of the financial bid opening record shall be made available on the e-Procurement System.

Section – 4

EVALUATION AND SELECTION PROCESS

4.1 Evaluation of Key personnel

The CVs of the Transaction Advisory team proposed by the Bidders for this assignment will be evaluated based on the evaluation matrix detailed in this clause.

Technical Evaluation Scoring Matrix

Sl. No.	Criteria	Max. Marks								
(a)	<p>Senior Auditor – 1 (One)</p> <p><u>Minimum Criteria:</u></p> <p>The Applicant can by themselves be a Chartered Accountant Firm duly licensed to practice in India or propose the name of a Chartered Accountant Firm duly licensed to practice in India to be engaged for Auditing Services.</p> <p>The Senior Auditor to be engaged for the assignment is to be named and the following shall be the marking criteria:-</p> <p>Qualification: CA</p> <p>Year of Experience: 10 years Post qualification Audit related Experience.</p> <table><tr><td>Post qualification Experience more than 20 years</td><td>40 marks</td></tr><tr><td>Post qualification Experience 15-20 years</td><td>30 marks</td></tr><tr><td>Post qualification Experience of 10-15 years</td><td>25 marks</td></tr><tr><td>Post qualification Experience less than 10 years</td><td>00 marks</td></tr></table>	Post qualification Experience more than 20 years	40 marks	Post qualification Experience 15-20 years	30 marks	Post qualification Experience of 10-15 years	25 marks	Post qualification Experience less than 10 years	00 marks	40 marks
Post qualification Experience more than 20 years	40 marks									
Post qualification Experience 15-20 years	30 marks									
Post qualification Experience of 10-15 years	25 marks									
Post qualification Experience less than 10 years	00 marks									
Project Personnel to be stationed at Site										
(b)	<p>Audit Personnel - 1 (One)</p> <p><u>Minimum Criteria:</u></p> <p>Qualification: CA</p> <p>Year of Experience: Post qualification Audit related experience which should include Revenue Audit of at least 1 PPP Project in Port Sector.</p> <table><tr><td>Experience more than 3 years</td><td>20 marks</td></tr><tr><td>Experience 1-3 years</td><td>10 marks</td></tr><tr><td>Experience less than 1 year</td><td>00 marks</td></tr></table>	Experience more than 3 years	20 marks	Experience 1-3 years	10 marks	Experience less than 1 year	00 marks	20 marks		
Experience more than 3 years	20 marks									
Experience 1-3 years	10 marks									
Experience less than 1 year	00 marks									
(c)	<p>Finance Personnel - 1 (One)</p> <p><u>Minimum Criteria:</u></p> <p>Qualification: CA/ICWA/CFA/MBA in Finance</p> <p>Year of Experience: Post qualification Finance related experience which should include Transaction Advisory experience in at least 1 completed PPP Project in Port Sector.</p> <table><tr><td>Experience more than 3 years</td><td>20 marks</td></tr><tr><td>Experience 1-3 years</td><td>10 marks</td></tr><tr><td>Experience less than 1 year</td><td>00 marks</td></tr></table>	Experience more than 3 years	20 marks	Experience 1-3 years	10 marks	Experience less than 1 year	00 marks	20 marks		
Experience more than 3 years	20 marks									
Experience 1-3 years	10 marks									
Experience less than 1 year	00 marks									
(d)	<p>Technical personnel - 1 (One)</p> <p><u>Minimum Criteria</u></p> <p>Qualification: Graduation in Mechanical/ Electrical/ Civil Engineering</p>	20 marks								

Year of Experience: Post qualification Mechanical/ Electrical/ Civil works related experience which should include Transaction Advisory experience in at least 1 completed PPP Project in Port Sector.		
Experience more than 3 years	20 marks	
Experience 1-3 years	10 marks	
Experience less than 1 year	00 marks	
Total Marks		100 Marks

Notes:

- i. Completed PPP Project is one in which Award of Concession (after Financial Closure) has been issued. The name of the Port and name of the Project is to be mentioned for verification during evaluation of bids.
- ii. The self-certified copies in support of fulfillment of above criteria to be submitted along with the bid as per format enclosed in Annexure-5 Curriculum Vitae (CV) for Key Personnel. In addition, supporting documents in lieu of qualification and post qualification experience, certified by the proposed personnel and the bidder shall be furnished. Only Post Qualification experience shall be considered for evaluation.
- iii. The Bidder shall submit the self-evaluation sheet as per above criteria. (Annexure-6).
- iv. PPA reserves the right to verify all statements, information and documents, submitted by the Applicant in response to RFP. Such verification by the PPA shall not relieve the Applicant of its obligations or liabilities and any factual discrepancies in the CVs will be seriously viewed under nor will it affect any rights of the PPA there under.

4.2 Evaluation of Financial Proposal

The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

4.3 Selection of Successful Empanelled Advisors

The Advisory firm / entity will be selected based on Quality cum Cost Based Selection (QCBS) in the ratio of 70% (CVs) and 30% (Financial). The following formula will be used for the evaluation of the bids:

The Final scores will be calculated as:

$$B_b = (0.7) * T_b + (0.3) * (C_{min}/C_b * 100)$$

Where

B_b = Overall score of bidder under consideration
(calculated up to two decimal points)

T_b = Score of bidder for CVs.

C_b = Financial Bid Value for the bidder under consideration

C_{min} = Lowest Financial Bid Value among the financial proposals under consideration

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive bidder for award of contract. In the event the bid composite bid scores are tied, the empanelled bidders securing the highest score (Tb) will be adjudicated as the Best Value bidder forward of Contract.

The Authority will notify the successful bidder in writing by registered letter or e-mail that its Bid has been accepted (Letter of Award - LOA). The successful bidder getting informed shall acknowledge the receipt of LOA and take action to comply requirements in a time bound manner as per RFP.

4.4 Clarification on Bids

To assist in the examination, evaluation and comparison of CVs and other information, Paradip Port Authority may, at its discretion, ask the bidders for clarification. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

4.5 Performance Security

- a) Successful Bidder shall furnish Performance Security amounting to 5% of the accepted Contract Value in form of Bank Guarantee (BG) strictly in the prescribed format (Annexure-10), from any of the Nationalized/ Scheduled banks having its branch at Paradip/ Cuttack/ Bhubaneswar.
- b) The Bidder shall make no attempt at any time to revoke the BG executed in favour of PPA before completion of all the contractual obligations.

4.6 Signing of Contract Agreement

The selected bidder will be required to enter into an agreement, the form of which will be as set out in Annexure - 8. The cost of stamping the agreement etc. shall be borne by the successful advisor.

4.7 Contacting Paradip Port Authority

Bidders shall not contact Paradip Port Authority on any matter relating to its Bid from the time of the Bid Opening to the time the contract is awarded. Any effort by any Bidders to influence Paradip Port Authority in the Bid Evaluation, Bid Comparison or contract Award decision shall result in disqualification of the Bidders and forfeiture of the EMD.

4.8 Terms and Conditions

- i) Submission of a bid by the bidder implies that he has read the RFP and has made himself aware of the terms & conditions and Scope of the Advisory services to be done and local conditions and other factors have a bearing on the execution of assignment.
- ii) The Bidder(s) shall bear all costs associated with the preparation and submission of its proposal (bid).
- iii) All documents submitted by the Bidder(s) will be treated as confidential.
- iv) PPA reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the bidder(s). PPA also reserves the right not to award or enter into any

- contract or agreement with any bidder(s), and may terminate the bidding process at any time without thereby incurring any liability to any bidder.
- v) Failure by any bidder(s) to provide all of the information required in the proposal and to provide any additional information requested by PPA may lead to rejection of the bidder's proposal in its entirety.
 - vi) The limitation of liability under the assignment shall not exceed the contract price.
 - vii) Any IPR/Copyright created directly out of these services will be the property of PPA. However, the bidder(s) can use the same with due recognition.
 - viii) The Authority reserves the following rights:
 - Reject any/all applications without assigning any reasons thereof
 - To relax, alter or waiver any of the conditions stipulated in this document as deemed necessary in the best interest of the Authority and the objective of the assignment without assigning any reasons thereof.
 - To include any other item in the scope of services at any time before the submission date.
 - ix) The office of the successful Bidder (the Advisor) will function during all working days and if required on holidays also during exigencies.
 - x) The Bidder should confirm that there is no conflict of interest in taking up this Advisory assignment. An undertaking in this regard should be submitted by Advisor that they/ their affiliates will not bid for / rate the same projects and the conflict or interest does not exist or arise.

4.9 Undertaking by the Bidders

Having understood all the terms and conditions of RFP and having assessed the scope under the purview of bidders, the bidder shall confirm that the price offered by them is a firm price excluding GST and includes all the other taxes & duties, fees, etc. and all incidental charges as applicable.

4.10 Address of Communication

The following address shall be used for all communications.

Executive Engineer (HWD-III),
Engineering Department,
Administrative Building,
Paradip Port Authority, Paradip
Jagatsinghpur, Odisha - 754142
Mob: 7978039464
Email – hwdiii2022gmail.com

**In case of any query please contact Shri Alok Mohanty, AEE (c), HWD-III, PPA.
Contact Number - 9937675479**

- 4.11** Bidder(s) means Empanelled Transaction Adviser for Public Private Partnership Projects circulated by Department of Economic Affairs, Ministry of Finance vide F. No. 2/3/2021-PPP, dt.01.07.2022.

Section – 5
SCOPE OF SERVICES

5.1 The scope of work of the Transaction Advisor will be as follows:

Scope of Work of Additional Auditor:

- Special Audit of financial statements and documents, which are already certified by the Statutory Auditor of the Concessionaire.

The Audit will be carried out for the following projects:

Sl. No.	Name of Project	Name of the Concessionaire
1	Development of Multipurpose Berth to handle Clean Cargo including Containers at Paradip Port on BOT basis	Paradip International Cargo Terminal Private Limited
2	Development of New Iron Ore berth for handling Iron Ore exports at Paradip Port on BOT Basis	JSW Paradip Terminal Private Limited
3	Mechanization of EQ-1,2,3 berths at Paradip Port on BOT basis	Paradip East Quay Coal Terminal Private Limited
4	Development of New Coal Berth for handling of Coal Imports at Paradip Port on BOT basis	Kalinga International Coal Terminal Paradip Private Limited

- Providing project specific information as mentioned in the Concession Agreement.
- To conduct special audit of the Gross revenue, the financial statements with supporting documents submitted by the Concessionaire thereto as may be mandated by PPA and report to PPA such information as may be required under the Concession Agreement duly performing the role of Additional Auditor.
- Providing any other financial, accounting or management or MIS, related information as may be required by PPA.

Scope of Work of Transaction Advisor:

- Review of Techno Economic Feasibility Report if required.
- Preparation of Expression of Interest PPP (BOT/Captive) projects and its evaluation.
- As per the Model Documents of Ministry, preparing RFQ & RFP on the basis of Feasibility Report and updated figures, data and statistics etc., scrutiny & evaluation thereof.
- Preparation for Pre-Bid and other meetings, conducting the same, preparing replies/clarifications in consultation with officials of PPA.
- Preparation of Documentation in relation to adjudication by TAMP/Adjudicatory Board and assist Paradip Port Authority, if applicable and whenever required.
- As per Model document of Ministry, preparing Draft Concession Agreement, finalize the same.
- Follow-up of compliance and scrutiny of Conditions Precedent and Financial Closure.
- Preparing material for the Board Meeting for obtaining approvals at various stages.
- Preparation of letters, drafts, etc. for obtaining Govt. approvals including Security Clearance, etc.
- Co-ordination and correspondence with concerned statutory State/Central Govt. organizations/persons.
- Providing Transactional and Legal advice as required.
- Provide necessary technical, financial and legal assistance from time to time from Head Office.

- For appointment of advisors/technical advisor for PPP projects, frame bidding documents & subsequent evaluation thereof.
- Furnish clarification to query from RFQ applicants/bidders, Ministry, TAMP or any other statutory Authority.
- After signing of agreement with Concessionaire, provide financial/legal opinion on implementation & operation of terminal.
- Scrutiny of various policies /guidelines issued by statutory authorities from time to time and suggests any action to be taken by PPA.
- Frame the various formats by incorporating information there in to be sent to concerned authority.
- To work out sustainable Royalty for PPP Project.
- To scrutinize security clearance information of bidders/RFQ Applicants.
- To frame proposals like but not limited to SFC, EFC, PPPAC, CCEA etc. to take approval of competent authority.
- To frame presentation to be made by Port before Authorities in relation to finalization evaluation to approval of proposal.
- To attend the meeting and assist Port officials in respect to finalization, evaluation & approval of project.
- To frame documents for appointing of Independent Engineer and evaluation thereof.
- Any other matter related to procedural/ substantive issues of PPP as decided by the competent authority of PPA.

Section – 6
GENERAL TERMS & CONDITIONS

6.1 GENERAL

- The Contract period will be for a period of 12 (twelve) months and may be extended further up to 12 (twelve) months exclusively at the discretion of the Paradip Port Authority. The amount shall be quoted for 12 (twelve) months only. However, for the extended period the payment will be paid on pro-rata basis.
- Office space will be provided by PPA. The price quoted by the bidder is deemed to include expenditure for office furniture, stationery, computers, communication equipment, internet, local and outside transport etc. for day to day running of the office.
- The Cell will function during all the working days and, if required, on holidays also during exigencies.
- The individual personnel posted shall not be changed without the prior consent of the Paradip Port Authority.
- For absence of any of the individual personnel, other than the permitted holidays, necessary replacement of manpower is to be provided.
- Quarters may be provided if available. The Electricity, Water and other service charges will be charged extra at applicable rates.
- The payment will be released on monthly basis.
- The Cell will work under the Project Implementation Office.
- The sequence and priority of the work to be undertaken will be solely at the discretion of higher authorities of PPA.

6.2 MODE & RELEASE OF PAYMENT

The payment will be released on monthly basis. Payment of said charges will be made by Paradip Port by NEFT/RTGS.

6.3 TAXES & DUTIES

The offer of the Bidder shall be inclusive of all taxes excluding GST. Bidders to note GST will be paid extra as applicable. GST shall be paid on indication of GST Registration nos. in the claim.

6.4 CARE AND DILIGENCE:

The Advisor shall exercise all reasonable care and diligence in discharge of Technical, Professional and Contractual duties to be performed by them and will be fully responsible for carrying out their duties properly.

6.5 TERMINATION OF SERVICES:

Paradip Port reserves the right to terminate the Agreement with 1 month notice on the grounds such as un-satisfactory work, display of non-coordination and non-liaison during execution of assignment, etc. The Performance Guarantee and security Deposit shall be forfeited in case of termination of contract. The decision of Paradip Port in this regard shall be final and binding upon the

Advisor.

6.6 ARBITRATION

In the event of any difference or dispute arising between the Employer and the Transaction Advisor in the performance of duties under the Agreement, both parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim amicably by discussion between them.

Failing amicable settlement, the same shall be referred for Arbitration which shall be dealt in accordance with the Arbitration and conciliation Act, 2015 and the rules thereto and any statutory modifications thereof. The arbitration proceedings would be held in Paradip / Cuttack/ Bhubaneswar only and the Court having jurisdiction over Paradip will have the jurisdiction for filing the Award. The clause will apply only if the Advisory work is awarded to a private firm.

In case the Advisory work is awarded to a public sector enterprise/ undertaking, the following Arbitration clause will apply. "In the event of any dispute or difference relating to the interpretation of the provisions of the contracts, such disputes or difference shall be referred by either party to the arbitrator of the International Centre for Alternative Disputes Resolutions (ICADR). Upon such reference this dispute shall be decided by the ICADR whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as indicated by the arbitrator."

Section – 7
ANNEXURES

Annexure - 1

FORMAT OF LETTER OF PROPOSAL
(On Letter Head of the Applicant)

Ref.

Date:

To:

The Executive Engineer (HWD-III),
Engineering Department,
Administrative Office Building,
Paradip Port Authority, Paradip,
Jagatsinghpur, Odisha- 754142

Sub: Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects.

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for the assignment of “Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects”.

The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Transaction Advisor, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any conflict of interest in accordance with Clause 4.8(x) of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We declare that we are not a member of any other Consortium applying for Selection as Transaction Advisor.
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Transaction Advisory Services or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
 12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Transaction Advisor or in connection with the Selection Process itself in respect of the above mentioned Project.
 13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Transaction Advisory Services is not awarded to me/us or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 180 (One Hundred & Eighty) days from the Bid Due Date specified in the RFP.
 15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith as per format at Annexure-4.
 16. In the event of my/our firm being selected as the Transaction Advisor, I/we agree to enter into an Agreement in accordance with the format in Annexure-8 of the RFP. We agree not to seek any changes in the aforesaid format and agree to abide by the same.
 17. In the event of my/our firm being selected as the Transaction Advisor, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Project personnel shall be responsible for providing the agreed services

themselves and not through any other person or Associate.

18. I/We have studied RFP and all other documents carefully and understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of this assignment.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We undertake that no changes have been made in the downloaded RFP document.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Applicant/ Lead Member)

PARTICULARS OF THE APPLICANT

1.1 Title of Assignment: Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects.

1.2 State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm / Lead Member of a consortium.

1.3 Brief description of the Company including details of its main lines of business

Name of Company or Firm:

Legal status (e.g. Incorporated private company, unincorporated business, Partnership etc.):

Country of incorporation:

Registered address:

Year of commencement of business:

Principal place of business:

1.4 Details of Authorised Signatory of the Applicant

Name:

Designation:

Company:

Address:

Phone No.:

E-mail address:

1.5 If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms

(i) Name of Firm:

(ii) Legal Status and country of incorporation:

(iii) Registered address and principal place of business:

1.6 For the Applicant, (in case of a consortium, for each Member), state the following information

(i) In case of non-Indian company, does the company have business presence in India?

Yes/No

If so, provide the office address(es) in India.

(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?

Yes/No

(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this assignment.

(Signature, name and designation of the Authorized Signatory)

For and on behalf of

STATEMENT OF LEGAL CAPACITY

(To be submitted on the Letter head of the Applicant)

Ref.

Date:

To
The Executive Engineer (HWD-III),
Engineering Department,
Administrative Office Building
Paradip Port Authority, Paradip
Odisha- 754142

Sub: Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects.

Dear Sir,

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that..... (insert Applicant's name) will act as the Lead Member of our consortium.

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

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

For and on behalf of.....

*Please strike out whichever is not applicable

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the Power of Attorney)

Know all men by these presents, We,.....(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor for Providing Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects including but not limited to signing and submission of all applications, proposals and other documents and writings, participation in conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other 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 Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

**CURRICULUM VITAE (CV) OF KEY PERSONNEL
(To be submitted on the Letter head of the Applicant)**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications and post qualification experience:
(Attach self-certified copies of qualification certificates and details of post qualification experience)
6. Details of completed PPP projects in Port Sector:
(Associated till Financial Closure leading to Award of Concession)

Sl. No.	Name of the Project & Concessionaire	Name of the Port

Certificate:

- 1) I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Place.....

(Signature and name of the Authorised Signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed by both the Personnel concerned and by the Authorized Representative of the bidder along with the seal of the firm.
3. Attach self-attested copy of the professional qualification certificate / Membership certificate for each key personnel.
4. CVs should indicate completed PPP Project in which the personnel have worked. Completed PPP project is one in which Award of Concession (after Financial Closure) has been issued. The name of the Port and name of the Project is to be mentioned for verification during evaluation of bids.

SELF EVALUATION SHEET AS PER EVALUATION CRITERIA**(To be submitted on the Letter head of the Applicant)**

Qualification & experience of Team Members	Criteria/ Sub-criteria	Max. Marks as per RFP	Score claim of Applicant Firm	Cross-reference to Applicant's Proposal and RFP with Page No.
Senior Auditor	As per criteria at Clause-4.1(a)	40		
Project Personnel-Audit	As per criteria at Clause-4.1(b)	20		
Project Personnel-Finance	As per criteria at Clause-4.1(c)	20		
Project Personnel-Technical	As per criteria at Clause-4.1(d)	20		

(Signature, name and designation of the Authorized Signatory)

For and on behalf of

UNDERTAKING OF CONFLICT OF INTEREST
(To be submitted on the Letter head of the Applicant)

To

The Executive Engineer (HWD-III),
Engineering Department,
Paradip Port Authority,
Paradip Odisha- 754142

Sub: Submission of response to the RFP-reg.

Ref: Letter of invitation No.:.....

Sir / Madam,

I/We as Transaction Advisor do hereby undertake that there is, absence of, actual or potential conflict of interest on the part of the Transaction Advisor or any prospective consultant firm due to prior, current, or proposed contracts, engagements, or affiliations with Paradip Port.

I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Transaction Advisor to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold Paradip Port harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by Paradip Port and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory
Designation

AGREEMENT FORMAT

This Agreement made this day of, 2024 between the Board of Paradip Port Authority, a body corporate constituted under the Major Port Authorities Act, 2021 having its Administrative Building at Paradip, Odisha (hereinafter called the “BOARD”) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in Office of the one part and....., having its Regd. Office(hereinafter called the “Transaction Advisor”) which expression shall unless excluded by or repugnant to the context be deemed to include his/ their heirs, executors, administrators, representatives and assignees or successors-in-office) of the other part.

Whereas, the Board is desirous of carrying out the assignment of “Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects” and whereas, the Transaction Advisor has offered to execute and complete such works at a total cost of Rs..... excluding GST (GST will be paid as per applicable rate).

AND WHEREAS the Transaction Advisor has agreed to deposit the Security Deposit as follows for the due fulfillment of all the conditions of the contract.

Bank Guarantee No..... Dated.....For an amount of Rs...../-(Rupees only) towards Performance Guarantee drawn on(Name & address of the Bank).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of the Contract hereinafter referred to.
- 2) The following documents shall be deemed to form and read and construed as part of this Agreement viz.
 - (a) E-Tender Call Notice No..... dt.....
 - (b) The bid documents submitted by the Transaction Advisor including Appendices.
 - (c) All the correspondences exchanged between the parties before the issue of Letter of Award.
 - (d) Work Order No..... dt.....
- 3) The Transaction Advisor hereby covenant with the Board to complete and maintain the said assignment in conformity to all respects in accordance with the provision of the said Contract.

- 4) The Board hereby covenants to pay the Transaction Advisor in consideration of the assignment "The Contract Price" at the time and manner prescribed by the Contract.

First Year	Rs. _____/- (Rupees _____ only)
------------	------------------------------------

- 5) In witnesseth whereof the parties hereinto have set their hands & seal the day and year first above written signed and sealed by the Transaction Advisor in the presence of:

For M/s.....
.....
(Name, Signature, Designation
and seal of the Transaction Advisor)

Witness:
(Name, signature, address)

(1)

(2)

Signed, sealed and delivered by -----
----- for and on behalf of the Board
of Paradip Port Authority

Witness:
(Name, Signature, Address)

(1)

(2)

INTEGRITY PACT FORMAT

Paradip Port Authority (PPA) hereinafter referred to as "The Principal", which includes Purchaser / Employer.

And

..... hereinafter referred to as "The Bidder / Transaction Advisor".

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for "Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects". The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidder(s) and / or Transaction Advisor(s).

The Principal will nominate an Independent External Monitor (IEM) by name at the tender stage / will appoint in case Transaction Advisor of receipt of any reference, from the panel of IEMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section-1: Commitments of the Principal / Purchaser / Employer:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non-material benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process of the contract execution.

(c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of PPA and in addition can intimate disciplinary action.

Section-2: Commitments of the Bidder(s) / Transaction Advisor(s):-

(1) The Bidder(s) / Transaction Advisor(s) commits to take all measure necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ Transaction Advisor(s) will not, directly or through any other person or firm, offering promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any materials or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

(b) The Bidder(s) / Transaction Advisor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions or restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.

(c) the Bidder(s)/ Transaction Advisor(s) will not commit any offence under the IPC /PC Act; further the Bidder(s) Transaction Advisor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposal and business details including information contained or transmitted electronically.

(d) The Bidder(s) / Transaction Advisor(s) of foreign origin shall disclose the name and address of the Agent (s) representative (s) in India, if any Similarly, the Bidder(s) / Transaction Advisor(s) of Indian nationality shall furnish the name and addresses of foreign supplier / contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers /Contract agencies", shall be disclosed by the Bidder(s) / Transaction Advisor(s) wherever applicable. Further, as mentioned in the guidelines, all the payments made to the Indian agent(s) / representative(s) have to be in Indian Rupees only.

Copy of the guidelines on Indian Agents of Foreign "Suppliers / Contract agencies" is enclosed.

(e) The Bidder(s) / Transaction Advisor (s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to the agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Transaction Advisor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Section-3: Disqualification from tender process and exclusion from future contracts.

(1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that reasonable doubt is possible.

(2) If the Bidder(s) / Transaction Advisor(s), before award of contract or after award of contract has committed a transgression through a violation of section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) from the tender process or to terminate the

contract, if already awarded, for that reason, without prejudice to other remedies available to the principal under the relevant GCC of the tender /Contract.

(3) If the Bidder(s) / Transaction Advisor(s) has committed transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Transaction Advisor from future tenders / Transaction Advisor from future tenders / contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the bidder / Transaction Advisor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the Transaction Advisor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Transaction Advisor from future tenders / contract award process.

(5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(6) If the Bidder / Transaction Advisor can prove that he has restored / recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section-4: Compensation for Damages:

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section-3 above, the Earnest Money Deposit ((EMD)/Bid Security furnished, if any, along with the offer as per the terms of the Invitation to tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out as Section-3 above.

(2) If the Principal has terminated the contract in accordance with Section-3 above, or if the Principal is entitled to terminate the contract in accordance with section-3 above, the Security Deposit / Performance bank guarantee furnished by the Transaction Advisor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under relevant General conditions of contract.

This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section-3 above.

Section-5: Previous Transgressions.

(1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last three (3) years with any other company in any county confirming to the anti-corruption approach or with Government / any other public sector enterprise in India that could justify his exclusion form the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

Section-6: Equal treatment of all Bidders / Transaction Advisors / Sub-Transaction Advisor.

(1) The Bidder(s) / Transaction Advisor(s) undertakes to demand from all his sub-Transaction Advisors a commitment in conformity with this Integrity pact, and to submit it to the Principal before seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Transaction Advisors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7: Criminal charges against violating Bidder(s) / Transaction Advisor(s) / Sub-Transaction Advisor(s).

(1) If the Principal obtains knowledge of conduct of a Bidder, Transaction Advisor, Sub-Transaction Advisor or of any employee or a representative or an associate of a Bidder/ Transaction Advisor/ Sub-Transaction Advisor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of PPA.

Section-8: Independent External Monitor(s) (IEMs).

(1) The Principal appoints competent and credible Independent External Monitor(s) (IEMs) with clearance from Central Vigilance Commission and Transparency International (India). IEMs reviews independently, the cases referred to him / them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity pact, the complaint / noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by Chairman, PPA. The Nodal Officer shall refer the complaint / non-compliance so received by him to the IEM, already appointed or to be appointed for that case.

(3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM (s) will submit report to the Chairman, PPA.

(4) The Bidder(s) / Transaction Advisor(s) accepts that the IEM has the right to access without restriction, to all tender / contract documentation of the Principal including that provided by the Bidder / Transaction Advisor. The Bidder / Transaction Advisor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender / contract documentation. The same is applicable to sub-Transaction Advisor also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Transaction Advisor(s) sub-Transaction Advisor(s) with confidentiality.

(5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender / contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Transaction Advisor. The parties offer to the IEM the option to participate in such meetings.

(6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The IEM will submit a written report to the Chairman, PPA within four (4) to six (6) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

(8) IEM may also submit a report directly to the CVO of PPA and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/PC Act.

(9) Expense of IEM shall be borne by PPA as per terms of appointment of IEMs.

(10) The work "Monitor" means Independent External Monitor and would include both singular and plural.

Section-9: Duration of the Integrity Pact.

(1) This pact comes into force upon signing by both the Principal and the Bidder / Transaction Advisor. It expires for the Transaction Advisor twelve (12) months after the payment under the contract, and for all unsuccessful Bidders, six (6) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made / lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged / determined by the Chairman, PPA.

Section-10: Other Provisions.

(1) This agreement is subject to India Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chairman, Paradip Port Authority, Odisha, India.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the Transaction Advisor is a partnership firm / consortium, this agreement must be signed by all partners / consortium members or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remains valid, in this case, the parties will strive to come to an agreement to their original intentions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he / she or his / her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Transaction Advisor)

(Office Seal)

Place: _____

Date: _____

Witness:

(Name, signature & address)

(1)

(2)

BANK GUARANTEE FORMAT

Ref.: Name of the assignment_____

LOA No._____Dated_____

WHEREAS_____(Name of Firm) hereinafter called "the Transaction Advisor" has undertaken, in pursuance of Letter of Award No..... dated..... 2024 to execute the assignment "Transaction Advisory Services including audit of the Gross Revenue and Financial Statements of PPP Projects" hereinafter called "The Contract".

AND WHEREAS it has been stipulated by PPA in the said Contract that the Transaction Advisor shall furnish PPA with a Bank Guarantee by a recognized nationalized/scheduled bank having its branch at Paradip/ Cuttack/ Bhubaneswar for the sum specified therein as security for compliance with the **Transaction Advisor's performance obligations during the execution** in accordance with the Contract.

AND WHEREAS we have agreed to give the Transaction Advisor a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Transaction Advisor, up to a total of_____(*Amount of the Guarantee in Words and Figures*) and we undertake to pay you, upon your first written demand declaring the Transaction Advisor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of Rs._____(*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank Guarantee shall be payable on submission of a request letter for revocation at _____Branch with Code No._____at Paradip/ Cuttack/ Bhubaneswar.

This guarantee is valid until the_____day of_____20__

The above reference (LOA No.) must be used for all correspondences on this Bank Guarantee.

Authorized Signature of the Bank

Date:.....

Name & Address:.....

Designation:.....

FORM FOR REFUND OF EARNEST MONEY DEPOSIT

- 1. Name of the Advisory Firm :**
- 2. Name of the assignment :**
- 3. Bank Acknowledgement with other details :**
- 4. Reasons for the refund :**
- 5. Amount of the E.M.D. : Rs...../- (Rupees
..... only)**

Signature of the Authorised Signatory
With full Address
(Affix a revenue stamp)

E- PAYMENT FORM

To
The Executive Engineer (HWD-III),
Engineering Department,
Administrative Office Building,
Paradip Port Authority,
Paradip, Odisha-754142

Sir,

We hereby give particulars for payment of the Works bill / Advance etc.

Sl No	Particulars	
1	Name of the Transaction Advisor	
2	Address of the Transaction Advisor	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which Transaction Advisor operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or Current A/c)	
9	Account No :	
10	PAN No.	
11	GST Registration No.	

Yours Sincerely

(Signature of Transaction Advisor)

Seal: