



V.O.CHIDAMBARANAR PORT AUTHORITY TUTICORIN

**Appointment of Transaction Adviser
For
“Mechanization of various Berths at
V.O.Chidambaranar Port Authority on DBFOT basis”**

December -2025



V.O.CHIDAMBARANAR PORT AUTHORITY
(IMS - ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 & ISPS COMPLIANT PORT)
MINISTRY OF PORTS, SHIPPING AND WATERWAYS
GOVERNMENT OF INDIA
MEE DEPARTMENT
Administrative Office, Harbour Estate, Tuticorin - 628 004.
Website: www.vocport.gov.in



No. MEE-DMM-8092-D.2459

Date: 12.12.2025

NOTICE INVITING TENDER

Transaction Advisory Services for “Mechanisation of Various Berths at V.O.Chidambaranar Port Authority on DBFOT Basis.” V.O.Chidambaranar Port is a fast growing Major Port of India which is strategically located proximity to International main shipping sea route. The Port consists of two operational areas- Zone-A and Zone-B. Considering the requirement of Mechanisation of Various Berths at V.O.Chidambaranar Port Authority on DBFOT basis, it is proposed to invite the bids from the eligible bidders:-

1. Important Details :

Pre-bid clarification	18.12.2025
Last date and time of receipt of bid	30.12.2025 up to 15.00 hours
Date and time opening of bid	30.12.2025 at 15.30 hours
Earnest Money Deposit	Rs.2,00,000/- (Rupees Two Lakh only) in the form of NEFT/ RTG's transfer in favour of FA & CAO, V. O. Chidambaranar Port Authority payable at Tuticorin.
Period of Service	2 years
Validity of offer	120 days

2. The RFP Document

2.1 Bidders must read the complete ‘RFP Document’.

This NIT, an integral part of the RFP Document, serves a limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. Bidders

must go through the complete RFP Document for details before submission of their Proposals.

2.2 Availability of the RFP Document

The RFP Document shall be published on the CPP Portal <https://etenders.gov.in/eprocure/app>, Port website (<https://www.vocport.gov.in/>) and e-mail to bidders. Any query/ clarification regarding downloading RFP Documents may be addressed to the Tender Inviting Authority(TIA).

The Bidder shall submit his bid in Central Public Procurement Portal (e Procurement) at <https://etenders.gov.in/eprocure/app> by following the procedure. Non-submission of bid along with relevant documents shall lead to rejection of the tender.

3. Clarifications

A Bidder requiring any clarification regarding the RFP Document may seek clarification through e-mail to TIA, provided the questions are raised before the clarification end date mentioned in NIT. This deadline shall not be extended in case of any intervening holidays.

4. Eligibility and Qualification Criteria for Participation in this RFP

The bidder must meet the eligibility and qualification criteria prescribed in the RFP document as of the date of his Proposal submission and should continue to meet these criteria till the award of the contract. To this extent, the relevant portions of the RFP Document and the bidder's submissions thereto shall be deemed part of this RFP process.

5. Instructions related to Micro & Small Enterprises (MSEs):

- 1) Since MSME / Micro & Small Enterprises (MSEs) / National Small Industries Corporation (NSIC) under single point registration / DIC / SSI / Aadhar Udyog or any empowered Central / State Govt. authority are exempted from paying Bid Document Fee (Cost of bidding documents), Earnest Money Deposit (EMD), submission of necessary documents by such bidders in this regard is also imperative. Only those firms, having documents of such exemption related to the Scope of Work of this tender will be exempted. Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their tender would be summarily rejected.

- 2) In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 100% order, as splitting of the work cannot be done, it being a composite work, subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.

6. General

- i. The Report shall be prepared and works shall be carried out in accordance with the conditions of the Proposal Document.
- ii. **Scope of Advisory service:**
The **Scope of consultancy service** drawn on the above study is enclosed in the proposal document as section 5.
- iii. **Earnest Money Deposit (EMD):**

All bidders other than an MSEs should pay the EMD through online payment gateway mode in CPP e- tender web Portal or shall submit the EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable & operative Bank Guarantee from any of the Scheduled Commercial Banks. The validity period of bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid incase payment of EMD in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee from any of the Commercial Banks, failing which the Bid shall not be evaluated. The originals of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks shall be received only after the bid opening date. If the originals not received within 7 days of bid opening date the bid may not be considered.

iv. Performance Security:

A sum worked out on the basis of 5% of the accepted value of offer shall be deposited by the selected firm towards Performance Security in the form of NEFT/ RTGS (OR) irrevocable Bank Guarantee from a Nationalized Bank /Scheduled bank having branch at Thoothukudi within 15 days of the date of work order/ Letter of Acceptance or before commencement of study whichever is earlier. However, the Employer/Engineer may relax the time limit of 15 days and extend the time limit by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the Performance Security Deposit is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit shall also stand forfeited.

The Performance Security will remain in force throughout the period of contract and will be refunded after satisfactory completion of work as stipulated in Clause 2.2. The Performance Security will not bear any interest.

v. Validity of Offer:

The validity of offer quoted by the Bidder shall be for 120 days.

vi. Submission and Opening of the Bid:

The Last date and time for the submission of bid is **30.12.2025 at 15.00 hrs** and will be opened on the same day at 15.30 hrs. The offer received after the due date and time will not be considered. Port will not take any responsibility for postal delay or transit.

vii. V.O.Chidambaranar Port reserves the right to reject any or all the offers without assigning any reason thereof.

viii. This tender document shall form the part of the contract.

For any details/clarifications contact :-

The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
Tele: 0461-2352270
Email: cme@vocport.gov.in

-Sd/-

CHIEF MECHANICAL ENGINEER

SECTION-1

INTRODUCTION

- 1.1. V.O.Chidambaranar Port, fast growing Port situated on the South East coast of India adjoining the Gulf of Mannar at 8° 47' 30" N, and 78° 12' 15" E is one of the twelve Major Ports of India. The V. O. Chidambaranar Port Authority was declared as a Major Port by the Government of India in July, 1974, The Port has two operational wings viz. Zone 'A' comprising the new port and Zone 'B' constituting the old anchorage port, situated about 9 km away from the new port. Presently, Zone 'A' has thirteen cargo berths including ten alongside berths, one Oil Jetty, and three coal Jetties. The Port is sheltered from the fury of storms and cyclonic winds and is operational round - the - clock throughout the year. The Port is situated approximately 160 km North from Kanyakumari and 129 Nautical miles from Western region connecting international sea route.
- 1.2. V. O. Chidambaranar Port Authority is one among the 12 major Ports in India situated on the southeastern coast of India bordering the Gulf of Mannar in the state of Tamil Nadu. V. O. Chidambaranar Port was declared as a Major Port by the Government of India during July, 1974. The Port is an artificial harbour impounding sheltered waters between northern and southern breakwaters which face Sri Lanka on the opposite side. The breakwaters run almost parallel and provide an entrance through the ocean to the basin. The North Breakwater has a length of 4.1KM and South Breakwater has a length of 3.8KM. The Port has two operational wings viz. Zone 'A' comprising the new port and Zone 'B' constituting the old anchorage port, situated about 9 km away from the new port. Currently, Zone 'A' has fourteen cargo berths including eleven alongside berths, one oil jetty and two coal jetties.
- 1.3. V. O. Chidambaranar Port Authority has accredited with Quality, Environment and Occupational Health and Safety Management Systems ISO 9001:2000 and ISO 14001:2004 and OHSAS 18001:2007. The Port is connected to the various trading centers within the State of Tamil Nadu as also with neighboring States of Kerala, Karnataka, Andhra Pradesh and all major cities and ICDs by National & State Highways and broad gauge rail.
- 1.4. V. O. Chidambaranar Port is connected with major National Highways connecting major cities/ urban centres in Tamil Nadu through the following national highways.

- NH-45 beyond Tirunelveli road intersection meeting Tuticorin - Madurai (NH-45B)
- Tuticorin - Tiruchendur (NH7A) road cutover NH7 connecting to Kanyakumari
- All-important destinations in India can be accessed through NH7 to travel south

- 1.5. V.O.Chidambaranar Port is rail connected through Broad Gauge single line originating from Milavattan Railway station. The total length of this railway line is 17.60 km. The distance from Milavattan Railway station to VOC wharf is 14.0 km and VOC wharf to Marshalling yard is around 3.5 KM. In the Marshalling yard, five track lines are available. Near the coalyard, near green gate a loop line is provided.
- 1.6. VOC Port presently has 17 berths handling total traffic of about 41.72 million tons in 2024-25.
- 1.7. The major commodities are coal; containers; Fertilizers; Liquid cargo with the remaining being all other general cargo and others.
- 1.8. There are three coal berths exclusively handling thermal coal for captive power plants and one Oil berth for handling POL products, LPG and chemicals.
- 1.9. At present there are 2 container Terminals at V.O.Chidambaranar Port Authority operated by DBFOT operators. The other berths handle all other cargo including thermal coal meant for other private power plants, industrial coal, copper concentrate, fertilizers and general cargo.
- 1.10. Thermal coal meant for captive use of nearby power plants of TNEB & NTPL is handled in exclusive berths (CJ-I, CJ-II & NCB-I) and transported through belt conveyors. However thermal coal meant for private power plants, industrial coal, and pet coke all meant for multiple users are handled in multi-cargo berths through semi-mechanized methods for unloading, stacking and evacuation. Similarly, all other Dry-bulk cargoes, whose quantity is considerable are handled and conveyed by semi-mechanized methods.
- 1.11. NCB-II is operated for handling coal, Shallow berth is utilized for handling construction materials.
- 1.12. In the North Breakwater, there are two coal jetties and one oil jetty. The two coal jetties are provided with separate conveyor systems to cater to the thermal coal

requirement of the existing 5 x 210 MW TTPS of TNEB. One captive berth along the northern breakwater (NCB-I) by M/s. Neyveli Lignite Corporation Ltd. (NLC), for their 2 x 500 MW capacity thermal plant developed at Tuticorin in Joint Venture with TNEB. North Cargo Berth-II (western side of NCB-I) on PPP basis for handling thermal coal and industrial coal and North Cargo Berth-III (western side of NCB-II).

1.13. The oil jetty is available in north break water, in between Coal Jetty - I & Coal Jetty - II. Products like LPG, Naphtha, Furnace oil, Ammonia and Diesel oil are handled at this Terminal.

1.14. Currently 10th Berth is under construction. 7th Berth is under operation by Port.

1.15. The following berths are proposed to be developed on PPP mode as below:-

- i. Upgradation of 7th Berth for handling multi purpose cargo
- ii. Mechanization of 10th Berth for handling multi purpose cargo
- iii. Development of NCB IV for handling wind farm equipment and its accessories.
- iv. Development of CJ II for handling Green hydrogen and its derivatives

SECTION-2

TERMS AND CONDITIONS

2.1 Definitions and Interpretation:

In the contract (as hereinafter) defined the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) **“EMPLOYER”**, V.O.Chidambaranar Port Authority, means the Board of Authorities of Port of V.O.Chidambaranar Port, a body corporate under the Major Port Authorities Act, 1963, acting through its Chairman, Dy. Chairman or the Chief Mechanical Engineer or any other officers so nominated by the Board.
- b) **“BIDDER/S”** means the person or persons, firm, corporation or company who submits the BID for the subject work.
- c) **“AWARD PRICE”** means the sum named in the Bid / proposal submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the proposal document.
- d) **“ENGINEER / OFFICER-IN-CHARGE”** means the Chief Mechanical Engineer or any other officer of V.O.Chidambaranar Port Authority as nominated to be in-charge of works of this assignment by the Chief Mechanical Engineer.
- e) **“TRANSACTION ADVISOR / CONSULTANT”** means any entity or person or associations of person who may provide or provides the Services to the Employer under the Contract
- f) **“TRANSACTION ADVISORY SERVICES / SERVICES / ASSIGNMENT”** means the services to be provided by the transaction advisor as detailed in this bid document.

NOTES:

- i. **Singular and Plural:** Words importing the singular only also include the plural and vice versa where the context requires.
- ii. **Headings:** The headings as mentioned in the proposal document shall not be taken to be part thereof proposal document or be taken into consideration in the interpretation or construction thereof or of the contract.

2.2 Time for Completion

The whole assignment has to be completed within the time assigned by the Engineer
/ CME:-

Sl. No.	Activity / Deliverable	Time line to count from the zero date (from the date of LoA)
1.	Preparation of SFC Application / Memo (including RFQ, Draft concession Agreement and RFP) for obtaining SFC / PPPAC approval and submit to Port	As per the schedule to be furnished by the Port during execution of each proposed PPP projects
2.	Inviting RFQ application(subject to approval of SFC / PPPAC)	
3.	Conducting pre-application conference & reply to pre-bid queries for the RFQ	
4.	Submission of Security Clearance documents of the applicants to MoPSW, Evaluation of RFQ & short listing of eligible bidders (excluding the time taken for obtaining clarification from bidders and evaluation) & issue of RFP (subject to receipt of security clearances)	
5	Conducting pre-bid meeting & reply to pre-bid queries for the RFP & DCA	
6.	Evaluation of RFP bids received & Issuance of LOA to the Selected Bidder	
7.	Signing of Concession Agreement	
8.	Preparation of tender document for Appointment of Independent Engineer & Evaluation of tenders and issue of Work Order for Appointment Engineer.	
9.	Evaluation / verification of Conditions precedents submitted by Concessionaire and assisting Authority in issue of Award of Concession to the Concessionaire	

Note :-

- i. The firm should submit bar chart / project implementation schedule.
- ii. The Transaction Advisor strictly adhere to the time frame for the various activities pertaining to the project till the fulfillment of conditions precedent by

the concessionaire and concessioning Authority and other matter related to procedural issues on Mechanization of various berths at VOCPA on DBFOT basis.

- iii. The above time line excludes the time taken by the Authority in providing its comments on the above activities.
- iv. The Transaction Advisor has to strictly follow the timeline prescribed as above and also to furnish the reply to queries in time to be received from Ministry and statutory authorities.
- v. Firm shall identify the various works, interdependence etc and determine completion period for the various works with a view to the adhering to the total time frame for the project.

2.3 Scope of work:

The Scope of work on the above study is available in the proposal document as Section-5

2.4 Earnest Money Deposit (EMD) as bid security:

2.4.1 All bidders other than an MSEs should pay the EMD through online payment gateway mode in CPP e- tender web Portal or shall submit the EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable & operative Bank Guarantee from any of the Scheduled Commercial Banks. The validity period of bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. MSE bidders claiming exemptions from EMD as per MSME guidelines must also register Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public procurement policy. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid incase payment of EMD in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee from any of the Commercial Banks, failing which the Technical Bid shall not be evaluated. The originals of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks shall be received only after the bid

opening date. If the originals not received within 7 days of bid opening date the bid may not be considered.

2.4.2 The bid securities of unsuccessful bidders will be returned at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.

2.4.3 A bidder's bid security will be forfeited if the bidder:

1. Withdraws or amends its / his bid;
2. Impairs or derogates from the tender in any respect within the period of validity of the tender;
3. If the bidder does not accept the correction of his bid price during evaluation;
4. If the Bidder submits fraudulent documents and / or wrong information in support of its eligibility / qualification
5. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process and
6. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

2.4.4 No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.

2.4.5 Bid security shall be refunded to the successful bidder on receipt of a performance security and signing of contract. Bid security of the successful bidder may be adjusted against Security Deposit if requested by the successful bidder.

2.4.6 If successful bidder on award of contract fails to sign the contract or to submit a performance security within the specified period, EMD will be forfeited, and the bidder will be suspended for a period of 3(three) years from being eligible to submit Bids for contracts with VOCPA.

2.5 Taxes & Duties including GST:

a) **GST** If any chargeable extra, may be clearly indicated in the price schedule available in the e-tendering website.

Goods and Services Tax:

1. As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) on or before the time when delivery is received by the recipient (where movement of goods is not involved).

2. The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:

- The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
- The said goods/services have been received.
- Returns (GSTR-3) have been filed
- The tax charged has been paid to the Govt. by the supplier

3. As a service provider, contractors /professionals etc shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.

4. For any correction in invoice claimed, it shall be throughout Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTIN portal. All suppliers and contractors including professionals are to be requested to comply with the above provisions without any omission in respect of ongoing contracts. If the existing suppliers/contractors / professionals do not comply with the above provisions payment will not be released and Port will not be liable on any account to be aforesaid.

b) Income Tax:

Income Tax and surcharge as applicable will be deducted at source by V.O.Chidambaranar Port in accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by INCOME TAX Authorities on this behalf from time to time. The Transaction Advisor shall furnish his PAN details or a copy of Income Tax exemption certificate if any.

c) Service Tax & GST:

The firm shall furnish GST registration Number, GSTIN Number and copy of certificate of registration duly attested by Notary.

2.6 Performance Security:

A sum worked out on the basis of 5% of the accepted value of offer shall be deposited by the selected firm towards Performance Security in the form of NEFT/ RTGS (OR) irrevocable Bank Guarantee from a Nationalized Bank /Scheduled bank having branch at Thoothukudi within 15 days of the date of work order/ Letter of Acceptance or before commencement of study whichever is earlier. However, the Employer/Engineer may relax the time limit of 15 days and extend the time limit by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the Performance Security Deposit is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit shall also stand forfeited.

The Performance Security will remain in force throughout the period of contract and will be refunded after satisfactory completion of work as stipulated in Clause 2.2. The Performance Security will not bear any interest.

2.7 Security Deposit: Security Deposit at 10 % will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of 5% of the contract price. The amount being held in deposit as a security for satisfactory completion of the work. The Security Deposit will remain in force throughout the period of contract and will be refunded after satisfactory completion of work as stipulated in Clause 2.2. The Security Deposit will not bear any interest.

2.8 LIQUIDATED DAMAGES AND PENALTIES

2.8.1 Liquidated Damages:

If the consultant fails to complete the Transaction Advisory service or submit the reports within the time specified as said under Cl.2.2 of tender document or within the extended time that may be allowed by the Employer, the consultant shall pay or allow to the Board to deduct a sum of equivalent to 1% per week or part thereof of the total value of the contract subject to a maximum of 10% of the total accepted value of contract as liquidated damage, beyond the said period or extended period as the case may be during which the work remain unfinished. The liquidated damage

will be deducted from any money due or become due to the Consultant. The payment of such liquidated damage shall not relieve the Consultant of his obligations to complete the assignment or from any other of his obligations or liabilities under this contract.

2.8.2 Encashment and appropriation of Performance Security:

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with notice to the Transaction Advisor in the event of breach of this Agreement or for recovery of liquidated damages specified in this tender.

2.8.3 Penalty for deficiency in Services:

In addition to the liquidated damages not amounting to penalty, as specified in this tender, warning may be issued to the Transaction Advisor for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

2.9 Validity of Offer:

The validity of offer quoted by the Transaction Advisor shall be for **120 days**.

2.10 Clarification:

The applicant will be free to seek clarification. The Authority shall provide reply to the clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and Competitive Selection Process.

The Pre-bid Queries shall be sent to the official email address cme@vocport.gov.in or before **18.12.2025** so as to prepare the replies by the authority. The pre-bid queries shall be sent in editable Microsoft word format also. (if the queries not furnished in editable Microsoft Format, the same will not be replied by the Authority).

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 5 (Five) days prior to the proposal Due Date. The responses will be sent by e-mail. The Authority reserve the right not to respond to Any questions or provide any clarifications, in its sole discretion. The pre bid clarification /amendments are part and parcel of the tender /agreement.

2.11 Submission of Bid

The bidder shall upload the completed bid at his/her convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. The Bidders are advised to upload the completed Bid document well ahead of bid closure time to avoid any last-moment problem of power failures, network failure, etc. VOCPA shall not be responsible in any manner. The bidder shall ensure the correctness of the bid prior to uploading and also ensure clarity/legibility of the document uploaded by him/her to the portal, especially the scanned documents. Non-submission of legible documents may render the bid non-responsive. However, VOCPA, if so desires, can ask for legible copies or original copies of scanned documents and statements uploaded in the portal within the specified period for verification provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid shall be considered non-responsive.

2.12 DEADLINE FOR SUBMISSION OF THE BIDS:

The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) are over, the bidder will not be able to submit the bid. The date & time of bid submission should remain unaltered even if the specified date for the submission of bids declared a holiday for the VOCPA. The Tender Inviting Authority/ VOCPA may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the VOCPA and the bidders previously subject to the original deadline will then be subject to the new deadline. The new date after extension shall be available on the Tender portal.

2.13 LATE BIDS:

The system shall reject the submission of any bid through the portal after the closure of the receipt time. For all purposes, the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

2.14 MODIFICATION AND WITHDRAWAL OF BIDS:

In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to

the system and resubmit the documents as asked for by the system, including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system, and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. If the bidder fails to submit his/her modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation. In the E-Procurement Portal, withdrawal of bids is allowed. But in such a case, the bidder has to write a confidential letter with appropriate reasons for his/her withdrawal addressed to the Tender Inviting Authority and upload the scanned document to the portal in the respective bid before the closure of submission. The system shall not allow any equipment withdrawal after the expiry of the closure time of the bid.

2.15 OPENING AND EVALUATION BID OPENING:

1. Bid opening dates are specified during the publishing of tender or can be extended vide corrigendum. These dates are available in NIT / Corrigendum as well as the home page of the portal.
2. If the specified date of bid opening is declared a holiday for VOCPA, the bids shall be opened at the appointed time on the next working day.
3. If the required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption, bid will not be considered for techno-commercial evaluation.
4. The Techno-commercial Bid containing the techno-commercial documents listed in the Pre- Qualification and Responsiveness Information in Annexure- A and any other documents uploaded by the Bidders as required for bidding purpose will be opened through online on the scheduled date and time in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.
5. The bidders have to make the presentation before the Authority at the date and time communicated to the bidders during the technical evaluation. Further, if the bidder fails to make the presentation, no mark will be assigned in this case.
6. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later.

2.16 CLARIFICATION ON BIDS:

During evaluation and comparison of the bids, the VOCPA may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work /supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work supply/work order should be asked for so as to qualify the bidders.

2.17 DOCUMENTS COMPRISING THE BID:

1. The bidder is required to download all the documents for the preparation of his bid. The bidders are strongly advised to examine all the instructions, forms, terms, and specifications in the Tender/Bid documents. It is bidders risk & responsibility to furnish all the information required by the Tender/Bid Document or submission of responsive, in every respect. The bidder shall carefully prepare the list of required documents that are asked for submission along with the bid.
2. **Earnest Money Deposit** for an amount of Rs.2,00,000/- or MSE certificate as stated in Clause 2.4
3. A forwarding letter confirming validity of the proposal for 120 days and detailing contents of the proposal including list of enclosed documents.
4. Corporate Information of the Bidder - Annexure - 2
5. Power of Attorney in the name of the person/s signing the bid documents.
6. Proforma for Integrity pact- Annexure-5

7. The Bidder shall furnish an Undertaking that there is no conflict of Interest in taking up this Transaction Advisory service for Mechanisation Various Berths at V.O.Chidambaranar Port Authority on DBFOT basis” and the Bidder/their affiliates will not bid for/rate the same projects.

8. CV of Key personnel - Annexure - 6

9. Assignment During last ten years

10. Financial Bid- Annexure-9

Please note that bidders should upload only the documents that are mentioned in the preceding clauses. The bidders need not send any documents (Hard Copy) to the Tender Inviting Authority. The NIT, corrigendum/ addendum published by Tender Inviting Authority need not be uploaded and will be deemed to be part of the bid. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.

2.18 Taking into consideration the above, it is requested to quote the offer in Indian Rupees only, for the Transaction advisory service. The offer shall indicate the GST separately in percentage and in amount. The total amount to be quoted by you shall be inclusive of all taxes (except GST & Service Tax), incidentals, overheads, printing and binding of documents, expenditure related to presentations to be made during the execution of the assignment, boarding & lodging, travelling expenses, soft copy of the documents in the form of CD or DVD, sundries, all other items involving expenditure for execution of this assignment.

2.19 It is hereby expressly stipulated that participation in this Tender as a Consortium is not permitted. The Bid shall be submitted only by a single legal entity in its individual capacity, meeting all eligibility, technical, and financial criteria prescribed herein. Any Bid submitted in contravention of this prohibition, or indicating participation, support, or arrangement in the nature of a Consortium, shall be liable for outright rejection without any further reference to the Bidder. The Authority reserves the right to take any additional action as may be deemed appropriate under the Tender conditions.

2.20 V. O. Chidambaranar Port reserves the right to reject any or all the offers without assigning any reason thereof.

SECTION-3
EVALUATION OF BID

3.1 Opening and evaluation of bid:

The Bids of responsive proposals for this project work “Transaction Advisory Services for Mechanisation of Various Berths at V.O.Chidambaranar Port Authority on DBFOT basis” will be opened on **30.12.2025 at 15.30hrs.**

3.2 The Bid shall not contain any additional conditions or remarks. Bids with such conditions /remarks and non-availability of required EMD shall be considered as non-responsive and rejected.

3.3 Evaluation/ Scoring Criteria:

The Scoring criteria for evaluation of firm’s experience & key personnel shall be as follows:

Technical Bid Evaluation and Marking System - Total Marks - 100

(A) Firms’ Experience: 30 Marks			
Sr. No.	Description	Max Marks	Scoring System
1.	<p>Eligible Assignments undertaken by the Bidder in Port Sector as PPP Project, over the past 10 (ten) years ending last day of the month previous to the one in which tender is invited.</p> <p>(Only Completed Assignments with Concession Agreements Signed shall be eligible for evaluation).</p> <p>Completion certificates to be provided along with the bid.</p>	25 Marks	5 marks for each completed assignment (maximum marks - 25 marks)
(B) Qualification, Experience of Professionals and Key Experts: 45 marks.			
Sr. No.	Description	Max Marks	Scoring System
1.	<p>Technical Expert- (1 Expert to be stationed at VoCPA)</p> <p>Required Qualification: Graduate Degree (B.E./ B.Tech.) in Mechanical /</p>	15 Marks	<p>Years of relevant experience: 10-13 years - 03 marks 13 years and above- 5 marks</p> <p>Experience: 10 marks maximum</p>

	<p>Electrical Engineering/Civil.</p> <p>Post Qualification Experience: Minimum 10 years' experience in dealing with preparation / evaluation of Transaction documents like Feasibility Report, RFQ, RFP, DCA, etc for implementation of PPP projects.</p>		<p>0.75 mark for each completed year if experience in Similar assignment of Core Sector.</p> <p>1 mark for each completed year if experience in Similar assignment of Port Sector.</p>
2.	<p>Finance Expert - (1 Expert to be stationed at VoCPA)</p> <p>Required Qualification: ICWA or CFA or MBA (Finance) or PGDM (Finance)</p> <p>Post Qualification Experience: Minimum 10 years' experience in dealing with preparation/evaluation of Transaction documents like Feasibility Report, RFQ, RFP, DCA, Tariff proposal etc. for implementation/appraisal of PPP projects.</p>	15 Marks	<p>Years of relevant experience: 10-13 years - 03 marks 13 years and above- 5 marks</p> <p>Experience: 10 marks maximum 0.75 mark for each completed year if experience in Similar assignment of Core Sector. 1 mark for each completed year if experience in Similar assignment of Port Sector.</p>
3.	<p>Legal Expert- (1 Expert to support from Head Office of Consultant)</p> <p>Required Qualification: LLB or any equivalent degree in law and above</p> <p>Post Qualification Experience: Minimum 10 years' experience in dealing with preparation of Transaction documents like RFP, Model Concession or Draft Concession Agreement, etc pertaining to PPP Projects</p>	15 Marks	<p>Years of relevant experience: 10-13 years - 03 marks 13 years and above- 5 marks</p> <p>Experience: 10 marks maximum 0.75 mark for each completed year if experience in Similar assignment of Core Sector. 1 mark for each completed year if experience in Similar assignment of Port Sector.</p>
(C) Technical Presentation: 30 marks.			

Sr. No.	Description	Max Marks
1.	Technical Presentation on understanding the scope and methodology. Presentation shall include understanding of the terms of reference (TOR) and approach methodology, work plan and staffing schedule.	30 Marks
<p>Eligible Assignments: Completed Transaction Advisory Services i.e. providing Legal, Financial & Technical Services for carrying out PPP Transactions for the port projects in past 7 years ending last day of the month previous to the one in which tender is invited.</p> <p>Similar Assignment for Key Experts:</p> <p>(a) “PORT SECTOR” projects would be deemed to include Marine structures, On-shore and Offshore Terminals, Berths, Jetties, Quays, Cargo Handling System, Bulk/Liquid Material Handling System, Port based Terminal Facilities, CFS/ICDs, Storage Tanks/Tank Farms, Conveyors, Pipelines, Warehousing, etc.; and</p> <p>(b) “CORE SECTOR” projects would be deemed to include power, telecom, highways, airports, railways, industrial parks, petroleum and natural gas, irrigation, water supply, sewerage and real estate development.</p>		
<p>Note:</p> <ul style="list-style-type: none"> • Key Experts not meeting with (a) Education Qualification and/or (b) Minimum Years of Post Qualification Experience as prescribed, shall not be considered for evaluation • The Bidders who score 60 marks or higher in cumulative from criteria (A) & (B) will only be invited for the Technical Presentation. 		

The Technical proposal marks (100 marks) will be considered for 70% weightage.

1. Key staff : Refer clause 3.3 for evaluation of key experts
2. Quality and approach of Methodology: Applicants will have to make technical presentation to evaluation committee highlighting the following:
 - Bidder’s capabilities demonstrated in successful completion of PPP transactions
 - Approach & Methodology
 - Know-how of PPP landscape
 - Experience of working in different infrastructure sectors for PPP
 - Experience of working with multiple State Governments/Departments
 - Team propose

Note:

1. The bidder may submit the relevant documents, such as completion certificate issued by the respective client as a proof of experience.
2. The bid will be qualified only on obtaining a minimum of 70 or above marks in the technical qualification (Technical proposal). Only the financial bid of the qualified bidder shall be opened.
3. QCBS Selection: The weights (out of a total of 100) given to the Technical Proposal (T) and Financial Proposal (P) are: **T = 70%, and P = 30%**
4. The Bidders shall have to submit attested copy of Qualification Certificate i.e. Degree Certificate to substantiate qualification claimed. Further, if the month & year of passing the examination is not mentioned in the Degree Certificate, the final year/semester mark sheet may be submitted along with Degree Certificate. Only final year/semester mark sheet shall not be considered as Qualification
5. In case, if the bidder wants to claim experience of the work done in Joint Venture/Consortium, then the bidder is also required to submit supporting documents which includes but not limited to Joint Bidding Agreement, certificate of equity Shareholding duly certified by Chartered Accountant etc. Further, the bidder claiming such experience should have held, in the Joint Venture/ Consortium, a minimum of 51 % (fifty-one per cent) equity / share during the entire period of the Project for which Eligible Experience is being claimed.

Clause 3.2 (c) Evaluation of Financial bid

Bidders are required to submit the Financial Bid (only online) as per the format provided in **Annexure-9**.

For financial evaluation, the total cost indicated in the Financial bid will be considered.

“Financial Evaluation shall be made based on the Financial bid excluding GST”

The Authority will determine whether the financial bid is complete, unqualified and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not be entitled for compensation and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F = amount of Financial bid)

3.2(d) Combined and final evaluation of CVs and Financial bid

Proposals will finally be ranked according to their combined Scores of Technical (S_T) and financial (S_F) scores as follows: $S = S_T \times T_w + S_F \times F_w$ Where S is the combined score, and T_w and F_w are weights assigned to Technical and Financial Proposal that shall be 0.70 and 0.30 respectively.

The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in tender document.

The Experts would need to be involved in providing the Services and would need to be present at all important meetings with V. O. Chidambaranar Port Authority.

Scores will be allotted to each of the experts based on the experience of the experts. The Bidder in their letter head, for each expert proposed shall declare that the experts proposed are satisfying the qualifying and experience criteria in all respects. Each expert must satisfy the above criteria on Educational qualification and essential experience.

3.2(e) The Successful Bidder complying with Clause 3.3 (a) shall be considered for award after negotiation, if any such situation is emerged.

3.2(f) Negotiations:

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not only be for reducing the price of the Proposal, but will be for reconfirming the obligations of the Transaction Advisor under this tender document.

Issues such as deployment of experts, understanding of the scope of transaction advisory services, methodology and quality of the work plan shall be discussed during negotiations.

3.3 Award of Assignment / Services: The Bidder selected for award of assignment shall be issued with Letter of Award by V.O.Chidambaranar Port Authority. This

letter along with written acknowledgement of the successful Bidder shall constitute a binding contract between the Bidder/s with V.O.Chidambaranar Port Authority till signing of a formal agreement.

3.4 Signing of Agreement:

Within 15 (fifteen) days from the date of Letter of Award, the successful Bidder shall furnish a Performance Security for satisfactory completion of the Assignment, in the form of a Bank Guarantee as detailed in **Clause 2.6** Simultaneously, on acceptance of the Performance Bank Guarantee by the Employer, the contract agreement shall be signed by both the Bidder and the employer, after payment of stamp duties as may be necessary by the successful Bidder. Formats of Bank Guarantee (**ANNEXURE-3**) and Agreement (**ANNEXURE-4**).

3.5 Extension of validity of proposal:

If it becomes necessary on V.O.Chidambaranar Port Authority request in writing, the Bidder/s, shall extend the validity of their proposals.

SECTION-4

GENERAL CONDITIONS OF CONTRACT

4.1 Period of Transaction Advisory Services:

Two years from the date of LoA and extendable for further period of one year.

4.2 Care and diligence:

The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, efficient and effective execution of their duties.

4.3 Taxes & Duties:

The selected Transaction Advisor shall pay all taxes, GST, levies, duties which they may be liable to pay to State Govt. of Tamil Nadu and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the Preparation of report. The Transaction Advisor shall further be liable to pay such increase in the taxes, GST, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the Preparation of report. All such payments to be made by the Transaction Advisor are deemed to have been included / considered while quoting your offer.

4.4 Confidentiality:

The Transaction Advisor shall treat all the documents and information received from V.O.Chidambaranar Port Authority and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Transaction Advisor shall not share any such information unless V.O.Chidambaranar Port Authority acceptance in advance in writing. The Transaction Advisor further shall return all the documents received from V.O.Chidambaranar Port Authority from time to time after completion of the work related to those documents.

4.5 Suspension:

The “Employer” may, by written notice of suspension to the Transaction Advisor, suspend all payments to the Transaction Advisor hereunder if the Transaction Advisor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Transaction Advisor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Transaction Advisor of such notice of suspension.

4.6 Termination:

4.6.1 By the “Employer”

The “Employer” may terminate this Contract in case of the occurrence of any of the events specified hereunder.

- a) If the Transaction Advisor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 4.5 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 Transaction Advisor becomes (or, if the Transaction Advisor consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Transaction Advisor fails to comply with any decision of the employer OR mutual discussion made between Transaction Advisor and Employer.
- d) If the Transaction Advisor, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) Any representation made or warranties given by the Transaction Advisor under this agreement is found to be false or misleading.
- f) If the Transaction Advisor submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- g) If the Transaction Advisor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- h) If the Transaction Advisor fails to provide the quality services as envisaged under this contract. V.O.Chidambaranar Port Authority will make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.

The V.O.Chidambaranar Port Authority may decide to give one chance to the Transaction Advisor to improve the quality of the services.

- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give not less than thirty (30) days’ written notice of termination to the Transaction Advisor.

4.6.2 By the Transaction Advisor

The Transaction Advisor may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) & (b) of this Clause.

- a) If, as the result of Force Majeure, the Transaction Advisor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- b) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Transaction Advisor may have subsequently approved in writing) following the receipt by the “Employer” of the Transaction Advisor’s notice specifying such breach.

4.6.3 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to Clause 4.6.1 & 4.6.2 hereof, or upon expiration of this Contract hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 4.4 hereof, and (iii) any right which a Party may have under the Law.

4.6.4 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to **Clause 4.6.2** hereof, the Transaction Advisor shall, immediately upon receipt or dispatch of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Transaction Advisor, the Transaction Advisor shall proceed as provided, by **Clause 4.6.5** hereof.

4.6.5 Documents Prepared by the Transaction Advisor to be the Property of the “Employer”:

All documents, reports if any, by the Transaction Advisor for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Transaction Advisor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Transaction Advisor may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Transaction Advisor and third parties for purposes of development of any such computer programs, the Transaction Advisor shall obtain the “Employer’s” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4.7 Procedure and Payment upon Termination:

- (a) Upon termination of the Contract under **Clause 4.6** on receipt of notice of termination under **Clause 4.6.1** on giving notice of termination under **Clause 4.6.2** the Transaction Advisor shall take immediate steps to stop the Services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- (b) Upon termination of the contract pursuant to **Clause 4.6.1 (g), (h) or 4.6.2**, the Transaction Advisor shall be entitled to be reimbursed such pro-rata cost as per **Clause 4.12** as shall have been duly incurred prior to the date of such termination. No compensation shall be given on account of termination.
- (c) If the agreement is terminated pursuant of **Clause 4.6.1 (a) to (f)**, the Transaction Advisor shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer and Employer’s decision in this regard shall be final.

4.8 Force Majeure:

- (a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14 days (fourteen days) after its occurrence, such obligations of the party as it is unable

to perform by reason of the event, shall be suspended for as long as the inability continues for a maximum period of 60 (Sixty) days.

(b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.

(c) The term “**Force Majeure**” as employed herein, shall mean “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome.

4.9 Responsibility of Transaction Advisor during the Assignment:

Apart from the defined Scope for the Transaction Advisor, during the validity period, the Transaction Advisor may be required to visit Tuticorin for carry out the scope of work and also to assist the V.O.Chidambaranar Port Authority in obtaining necessary statutory approvals/clearances from the Government of India / competent authority including answering queries, if any, attending meeting with the Government departments/VOCPT wherever required in connection with the study. For attending such meetings, at locations other than Tuticorin, the participating one expert along with one assistant of the Transaction Advisor shall be arranged by the Transaction Advisor at their expenditure on travel and boarding & lodging etc.

4.10 Availability of Professional staff / experts:

- i. The Advisor shall ensure availability of the requisite Key Personnel stationed at VOCPA office during consultancy period.
- ii. Technical and Financial key personnel shall be stationed fully at VOCPA and the Legal Expert shall provide his/her service from the head office of the Transaction Adviser. However, the Legal Expert shall have to be made available at VOCPA on request of the Authority.
- iii. For absence of any of the individual experts (applicable only to key personnel to be placed in VOCPA), other than the permitted holidays & Sundays, proportionate deduction in the monthly payments will be made in. For the purpose of such deductions, monthly payment shall be done against the number of days the key personnel are available plus Holidays and Sundays

divided by total number of days in that month. Further, a penalty of Rs 1,000/day will be levied on the days the expert is unavailable.

4.11 Facility/ies to be made available to Transaction Advisors:

- i. V. O. Chidambaranar Port Authority will provide office accommodation to the Technical Expert and Financial Expert. However, Laptop / PC shall be arranged by Transaction Advisor for carrying out the work.
- ii. VOCPA will provide quarter for accommodation of Financial and Technical experts on payment basis prevailing market rate from time to time. However, electricity charges and water for quarters as per norms will be payable by them.
- iii. No local transport will be provided. However, in case they are required to travel outside Tuticorin as per instructions of CME, the expenses for conveyance and subsistence actually incurred, by the Advisor or his authorized representative (during visit out of his Head office) for performing the work as per ToR, shall be reimbursed by Authority as per actual. For reimbursement, Advisor shall have to submit the bill along with supporting original vouchers.

4.12 Laws governing the Contract:

In case of any dispute between V. O. Chidambaranar Port Authority and the Transaction Advisor, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved disputes between the Transaction Advisor and the Employer shall be resolved in accordance with provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications thereto. This contract shall be governed by the Indian Laws in force and any proceeding relating to this contract shall be filed or taken by the contractor to a Court of Law only in Tuticorin

4.13 Time schedule and Terms of Payment:

The Transaction Advisor shall be paid on monthly basis. Transaction Advisor shall furnish the invoice along with the monthly report containing the works performed by the Transaction Advisor in the particular month.

Note:

- (i) Each payment will be made in Indian Rupees only
- (ii) In the event of discontinuance of the contract during currency of the assignment, the payment due shall be paid as assessed by the Employer and Employer's decision in this regard shall be final.

4.14 Completion Certificate:

A Completion Certificate will be issued by the Employer on completion of all the tasks as indicated in scope of transaction advisory service and other conditions to this bid document to the satisfaction of the Employer.

4.15 Obligations of the Transaction Advisor:

Employer requires that Transaction Advisors provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

4.16 Standard of Performance:

The Transaction Advisor shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Transaction Advisor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's" legitimate interests in any dealings with Sub-Consultants or Third Parties.

4.17 Conflict of Interests:

The Transaction Advisor shall hold the "Employer's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Transaction Advisor shall promptly disclose the same to the Employer and seek its instructions.

4.18 Transaction Advisor not to benefit from Commissions, Discounts etc.:

(a) The payment of the Transaction Advisor pursuant to Clause 4.13 shall constitute the Transaction Advisor's only payment in connection with this Contract and the Transaction Advisor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Transaction Advisor shall use its best efforts to ensure that any Sub-Consultants, as well as

the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Transaction Advisor, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Transaction Advisor shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Transaction Advisor in the exercise of such procurement/works responsibility shall be for the account of the “Employer”.

4.19 Transaction Advisor and Affiliates Not to Engage in Certain Activities:

The Transaction Advisor agrees that, during the term of this Contract and after its termination, the Transaction Advisor and any entity affiliated with the Transaction Advisor, as well as any Sub-Consultants and any entity affiliated with such Sub-Transaction Advisors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Transaction Advisor’s Services for the preparation or implementation of the project.

4.20 Prohibition of Conflicting Activities:

The Transaction Advisor shall not engage, and shall cause their Personnel as well as their Sub-Transaction Advisors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

4.21 Deliverables:

The Transaction Advisor shall deliver the deliverables (the “Deliverables”) indicated in Clause 2.2 during the course of this Advisory Service. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids/execution of works.

- Final RFQ document - 5 copies
- Final SFC Memorandum - 5 copies
- Final RFP document - 5 copies
- Final DCA document - 5 copies
- Final Concession Agreement - 5 copies
- The soft copies of the documents shall be submitted in the form of CD / DVD / pen-drive / email, in editable and non-editable formats to the Authority.

4.22 Integrity Pact.

It is a specific requirement for considering the bid that the Bidders should sign and submit an “Integrity Pact” to be executed between the bidder and V.O.Chidambaranar Port Authority along with the bid in a separate envelope superscribed “Integrity Pact”. Bids not accompanied by a duly signed “Integrity Pact” shall be liable for rejection. The format of the Integrity Pact is enclosed as **ANNEXURE-5.**

SECTION-5

SCOPE OF TRANSACTION ADVISORY SERVICES

5.1 The scope of Transaction Advisory services shall comprise the following, but not limited to:

- As per the Model Documents of Ministry, preparing RFQ, RFP, DCA on the basis of Feasibility Report / Detailed Project Report and updated figures, data and statistics, scrutiny & evaluation thereof.
- Preparation for Pre-Bid and other meetings, conducting the same, preparing replies/clarifications in consultation with officials of Ports.
- As per Model Document of Ministry, preparing RFP, issuance, scrutiny and evaluation thereof.
- As per Model document of Ministry, preparing Draft Concession Agreement, and finalizing the same.
- Follow-up of compliance and scrutiny of conditions precedent and final 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.
- For appointment of consultant /technical advisor for PPP projects, frame bidding documents & subsequent evaluation thereof.
- Furnish clarification to query from RFQ applicants/bidders, Ministry 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 suggest any action to be taken by Ports.
- Frame the various formats by incorporating information there be sent to concerned authority.
- To work out sustainable Royalty Revenue Share for PPP Projects.

- 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 for finalization / evaluation to seek 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 and issue of work order to the successful bidder as per terms and conditions in the concession agreement.
- To assist the project authority by verifying all the documents to be furnished by the concessionaire for fulfillment of conditions precedent by the concessionaire and to issue of award of concession to the concessionaire.
- To assist the project authority in fulfillment of conditions precedent by Concessioning authority by obtaining all the permits/clearances if required within the scheduled period in the concession agreement.
- Assist VOCPA officials in framing of various Reports on PPP Projects for sending to various Authorities from time to time. This includes collection of the required details/data for framing such reports.
- Assisting in furnishing data for feeding the same in various portals of Government of India including Ministry of Ports, Shipping and Waterways.
- Monitoring obligations of the Concessionaire and Concessioning Authority as per the Concession Agreement from time to time and timely suggest further course of action along with detailed opinion. Also, framing of Reports on Monitoring of the PPP Projects, from time to time.
- Assist the VOCPA/Port Officials and Port Advocates in the legal matters related to PPP projects, including dispute resolution mechanism which includes but not limited to Amicable Settlement, Assistance of Expert, Conciliation & Settlement by authorised committee, Arbitration, Adjudication by Adjudicatory Board, SAROD, etc. including documentation thereof.
- To frame the documents for appointing valuer/consultant/expert/ auditor etc., if required to be appointed by the VOCPA, for the PPP projects including evaluation of the bids received for the same.

- Any other matter related to procedural issues of PPP (BOT/Captive/ or any other mode under PPP).
- The scope of work includes Transaction Advisory services for Mechanization of various berths at VOCPA and other works assigned by Engineer of the contract in the Port during the Contract period. The Technical and Financial Expert has to carry out the work for PPP and non-PPP Projects under the directions of Chief Mechanical Engineer including day to day activities of the Department and any other works assigned by Chief Mechanical Engineer from time to time during the contract.

APPLICATION LETTER
(On the Letter head of the Bidder)

Date :.....

To
The Chief Mechanical Engineer,
V.O.Chidambaranar Port Authority,
Tuticorin, -628 004,
Tamilnadu, INDIA.

Sub: "Transaction Advisory services for "Mechanisation of various Berths
at V.O.Chidambaranar Port Authority on DBFOT basis"- Reg.

Sir,

With reference to your Tender Document dated , I/we, have examined Tender documents and all other relevant documents and understood their contents, hereby submit our Proposal/ Bid for ".....". This proposal is unconditional and unqualified.

1. I/We acknowledge that VOCPA will be relying on the information provided in the Proposal/ Bid and the documents accompanying the Bid for the aforesaid purpose and I/we certify that all information provided in the Proposal/ Bid and in the Annexures is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

2. I/We shall make available to VOCPA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

3. I/We acknowledge the right of VOCPA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

4. 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

Bidder, nor been expelled from any project/assignment or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/We declare that:

- a) I/We have examined and have no reservations to the Tender Documents, including any Addendum which may be issued by VOCPA;
- b) I/We do not have any conflict of interest in accordance with the terms set forth in this Tender 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 this Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with VOCPA 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 this Tender document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I/We acknowledge that, in case of being pre-qualified the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.

7. When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

8. I/We also declare that, our firm or its associates has not been banned/black-listed/de-listed by any Central / State/Public govt. Agency/PSUs.

9. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Advisor, without incurring any liability to the Bidders in accordance with the Tender document.

11. 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 Assignment or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we or our associates have not been charge-sheeted by any Department of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. 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.

14. 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 VOCPA [and/ or the Government of India/Tamil Nadu] in connection with the selection of Advisor or in connection with the selection process itself in respect of the above mentioned Assignment.

15. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, I/we shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.

16. I/We agree to keep this offer valid for 120 days from the Due Date specified in the Tender.

17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in format provided in the tender.

18. In the event of my/our firm being selected as the Advisor, I/we agree to enter into the Agreement with VOCPA for the said Assignment in such manner as set out in the Tender Document.

19. I/We have studied Tender and all other documents carefully and also surveyed the Assignment site. We understand that except to the extent as expressly set forth in the Consultancy Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by VOCPA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Assignment.

20. The Financial Proposal is submitted online only. The Technical Proposal read with the Financial Proposal shall constitute the Application made in response to the Tender and shall be binding on us.

21. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

22. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

23. I/We agree and understand that this Proposal is subject to the provisions of the Tender documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Bid is not opened.

24. I/We agree and undertake to abide by all the terms and conditions of the Tender document.

25. I/We agree and undertake to be liable for all the obligations under the Tender documents till the completion of the Assignment/ Services in accordance with the terms of the Tender documents.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the Tender document.

.....

Signature

(Authorized Signatory)

CORPORATE INFORMATION OF BIDDER

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/or commencement of business:

2. Details of individual(s) who will serve as the point of contact / communication for V.O.Chidambaranar Port Authority within the company:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-mail address:

(g) Fax Number:

3. Name, designation, address and phone numbers of authorized signatory of the Bidder:

Name:

Designation:

Address:

Phone No. :

Fax No. :

SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. In consideration of the Chairman representing the Board of Authorities of V.O.Chidambaranar Port (hereinafter called "the Port") having agreed to exempt(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of Contract awarded in No..... dated made between andfor.....(hereinafter called "the said Agreement") of Performance Security for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....only).
2. We, *.....(hereinafter referred to as "the Bank") at the request of(Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
3. We, *do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. 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.
6. We,*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 that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Mechanical and Electrical Engineering Department, V.O.Chidambaranar Port Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of the contractors renew or extend this guarantee for such further period or periods as the Port may require.
7. We,*further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said 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 Port 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 or omission on the part of the Port, or any indulgence by the Port 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.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We, *lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.
10. This guarantee is valid upto(period)

Dated the.....day of.....202.....
for*

* Indicate here the Name of the Bank

**Indicate here the period or

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

FORM OF AGREEMENT

This agreement is made on the day of 202_(Two Thousand and) between V.O.Chidambaranar Port Authority a body corporate under the Major Port's Act 1963, having its office at V.O.Chidambaranar Port, Tuticorin -628 004, hereinafter called the 'Employer' of the one part and(Name of the Transaction Advisor) mailing address of Transaction Advisor herein after called 'The Transaction Advisor' of the other part. Whereas the Employer is desirous of certain tasks be performed viz. "Providing Transaction Advisory services for **"Mechanization of various Berths at V.O.Chidambaranar Port Authority on DBFOT basis"**and has accepted a proposal of the Transaction Advisor as referred in the assignment NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a. The proposed document for "Providing Transaction Advisory services for Mechanization of various Berths at V.O.Chidambaranar Port Authority on DBFOT basis".
 - b. All amendments to the "Providing Transaction Advisory services for Mechanization of various Berths at V.O.Chidambaranar Port Authority on DBFOT basis" as issued by the employer prior to submission of bids, queries of Bidders, if any.
 - c. Award letter issued by the Employer vide No..... dated and all correspondence exchanged between the Employer and the Transaction Advisor up to the date of award letter as specifically referred to in the said award letter.
2. In consideration of the payment to be made by the Employer to the Transaction Advisor as hereinafter mentioned the Transaction Advisor hereby covenants with the Employer to execute and complete the works in conformity with in all respects with the provisions of the contract.

4. The Employer hereby covenants to pay the Transaction Advisor in consideration of the completion of the works the Transaction Advisory charges in the manner prescribed in the proposal document and accepted by the Transaction Advisor.

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

SIGNED, SEALED AND DELIVERED:

By the said

Name _____

On behalf of the VOCPA

in the Presence of :

Name _____

Address _____

SIGNED, SEALED AND DELIVERED

by the said

Name _____

On behalf of the Transaction Advisor

in the Presence of :

Name _____

Address _____

ANNEXURE- 5

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ (month and year) between, on one hand, the President of India, acting through Shri _____, [designation of the officer], V.O.Chidambaranar Port Authority, Government of India (hereinafter called the "PORT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PORT proposes to execute the work "_____" and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:-

Enabling the PORT to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PORT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the PORT

1.1. The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through

intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The PORT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the PORT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PORT with full and verifiable facts and the same is prima facie found to be correct by the PORT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PORT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PORT the proceedings under the contract would not be stalled

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Port, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any

other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the PORT that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PORT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PORT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PORT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PORT, or alternatively, if any relative of an officer of the PORT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PORT.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money(Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount of _____ (to be specified in RFP) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP)

5.2. The Earnest Deposit / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the PORT to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Bid Security (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PORT and the PORT shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the PORT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PORT, if the contract has already been concluded.

8. Independent Monitors

8.1. The PORT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

1. Shri Trivikram Nath Tiwari, ILS Rtd,
301-B, Block - 3B, HIG DDA Flats,
Rani Jhansi Road, DDA complex,
Moti Khan,
New Delhi-110055
Phone No.9871788277
e-mail i.d -trivikramnt@yahoo.co.in

2. Shri. Hernanprit Singh,
12, Belevadre Road,
Alipore, Kolkata-700027
hermanprit@gmail.com

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PORT.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PORT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The PORT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of the Port / Secretary, in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PORT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PORT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PORT

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PORT and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on ____

PORT	BIDDER
Name of the Officer.	CHIEF EXECUTIVE OFFICER
Designation	

V.O.Chidambaranar Port Authority
Tuticorin

Witness	Witness
1. _____	1. _____
2. _____	2. _____

(THIS CV SHOULD BE TYPED IN BIDDER'S LETTER HEAD)

Curriculum Vitae (CV) of Key Personnel

Proposed Position :

Name of Personnel :

Date of Birth :

Nationality :

Educational Qualifications : (please refer Note 3 &4)

Total Experience in years :

Experience relevant to the proposed position :

Employment Record:

(Starting with present position, list in reverse order every employment held.)

List of projects on which the Personnel has worked :

Project 1.....

Name of assignment: ____

Name of PPP project(s): ____

Project Sector (Core Sector OR Port Sector):

From [Month &Year]: To [month &Year]: ____

Location:

Client:

Main project features:

Positions held:

Activities performed:

Project 2.....

Name of assignment: ____

Name of PPP project(s): ____

Project Sector (Core Sector OR Port Sector):

From [Month &Year]: To [month &Year]: ____

Location:

Client:

Main project features:

Positions held:

Activities performed:

.....

Details of the current assignment and the time duration for which services are required for the current assignment :

Estimated period of engagement in carrying out this project :

Certification:

1. I, the undersigned, certify that, my qualifications and my experience fully satisfy the essential experience criteria for my proposed position for this assignment.
2. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
3. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Bidder)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Attach notarized / attested copy of the professional qualification certificate for each key personnel.
4. If the notarized / attested copy of professional qualification certificate is not furnished, such key person will not be considered for evaluation.

POWER OF ATTORNEY

(To be executed on Non-judicial Stamp Paper of proper value)

Know all men by these presents, we, (Name of Consultant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized 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 Consultant for " **Mechanization of various Berths at V.O.Chidambaranar Port Authority on DBFOT basis**". including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participating in prebid and other conferences and providing information/ responses to VOCPA, representing us in all matters before VOCPA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with VOCPA in all matters in connection with or relating to or arising out of our Proposal for the said Assignment and/or upon award thereof to us till the entering into of the Agreement with VOCPA.

AND GENERALLY to act as our Attorney or agent in relation to the Proposal for and selection as the Consultant for Providing Legal, Technical and Financial Transactions for all ongoing & future proposals of Deendayal Port Authority on PPP/Captive mode for the period of two years and further extendable for one year.

And on our behalf to execute and do all instruments, acts, deeds, matters and things in relation to the said Proposal or any incidental or ancillary activity, as fully and effectually in all respects as we could do if personally present.

AND We hereby for ourselves, our heirs, executors and administrators, ratify and confirm and agree to ratify and confirm all acts, deeds and things whatsoever lawfully done or caused to be done by our said Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
....., 202_

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized Accepted

.....

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

ASSIGNMENTS DURING LAST TEN YEARS

1. The following information should be provided in the format indicated for each assignment.
2. The information should be specific & to the point to facilitate a quick and objective decision.

Name of the Bidder:		
1.	Name of “Eligible Assignment”	
2.	Estimated Cost of Assignment	
3.	Client Information Name & Address Tel. No., Email (Indicate whether public or private entity)	
4.	Start Date of Assignment	
5.	End Date of Assignment	
6.	Scope of Assignment Performed by the Firm for PPP project(s) (along with name of project(s))	
7.	Proof / Certificate from client **	
8.	Professional Fees received***	

** The bidder need to submit the notarized copy of the work order, completion certificate and other supporting documents, if required, from respective client for each Assignment in support of their claim (which must include claim against rows at sr. 1, 2,3,5,6 & 8 above).

*** This shall be supported by the Statutory Auditor Certificate (in Original) in the following format, for each “Similar Assignment”. The certificate should be on the letter head of the Statutory Auditor.

Certificate from the Statutory Auditor regarding completed Similar Assignments

This is to certify that that the information given under “Professional Fees Received”, for the assignments completed during the last 10 years ending last day of the month _____-2025, as per Column 4 is correct as per the accounts of..... (name of bidder), having its office at (Office Address of Bidder)

Sr. No.	Name of Assignment	Name of Client	Professional Fee received (in Rs. Lakhs)
(1)	(2)	(3)	(4)

PLACE:

DATE:

Name of the Audit firm

Signature

Name

Membership No.

Firm Reg. No.

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.
- The Statutory Auditor issuing the certification for the Bidder must hold a valid Certificate of Practice.
- Use separate sheet for each completed similar assignment. Assignments with valid experience certificate shall only be considered during evaluation.
- The Bidder should provide details of only those assignments undertaken by it. Assignment experience of the Bidder's parent company or its subsidiary

or any associate company will not be considered for computation of the experience. However, wholly owned subsidiaries may claim experience of Parent Company provided the Parent Company provides a notarised authorisation to the concerned subsidiary to use their credentials, and confirms Parent Company Guarantee for satisfactory performance of Services by the subsidiary.

- Exchange rate shall be the daily representative exchange rate published by the Reserve Bank of India as on the date of issue of Tender.

PRICE BID
(TO BE SUBMITTED ONLINE ONLY)
(NOT TO BE FILLED HERE)

“Request For Proposal (RFP) FOR ENGAGEMENT OF TRANSACTION ADVISORS FOR MECHANISATION OF VARIOUS BERTHS AT V. O. CHIDAMBARANAR PORT AUTHORITY ON DBFOT BASIS FOR THE PERIOD OF TWO YEARS.”

Sl. No.	Description	Unit	Rate per month (A)	Total
1	Technical Expert-01 (stationed at VOCPA)	Man-month		A x 24
2	Financial Expert- 01 (stationed at VOCPA)	Man-month		A x 24
3	Transaction Advisor services as per scope of Work including legal services from their Head Office	Lumpsum (Monthly)		A x 24

The prevailing GST rate* for the work is

Note:

(i) All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The Advisor shall be paid for the services rendered as per the Scope of Work.

(ii) The payment for the lump sum fee to be quoted by the bidder will be made only in Indian rupees.

(iii) *The Bidder shall also quote prevailing GST rate.

Signature of Advisor with seal

Place:

Date: