

# **Bid document for selection of Transaction Advisor**

**for selection of a Private Partner & Independent Engineer  
for Deep Sea Port at Rosulpur, District – Purba Medinipore,  
West Bengal**

**West Bengal Industrial Development Corporation Ltd.**

**February '2015**

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To :

- 1) **CRISIL Advisory**
- 2) **Deloitte**
- 3) **Ernst & Young**
- 4) **Feedback Infra**
- 5) **IL&FS**
- 6) **Jones lang LaSalle**
- 7) **KPMG**
- 8) **PwC**
- 9) **RITES**

**Sub : Request for Proposal from the Empanelled Transaction Advisors for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal**

Sir,

As your firm is an Empanelled Transaction Advisor, enlisted by the Finance Department, Government of West Bengal, vide no. FS-116(PPP Cell)/2012 dated 10-09-2012 and no. 119/PPP-C dated 04-10-2012 of Finance Department (PPP Cell) you are requested to submit your Bid as per the RFP document enclosed, as Transaction Advisors for Selection of Private Partners & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal.

The Bids are due for submission on 31.03.2015 at 15:00 hours.

This communication is being issued to you at the address provided by you and is also sent to you through email at the address received from you for this purpose.

Any clarifications or details solicited in this matter will be clarified in the Pre Bid Meeting to be held on 10.03.2015 at 11:00 hours in the office of WBIDC at 23, Abanindranath Thakur Sarani, Camac Street, Kolkata-700017.

Kindly acknowledge the receipt of this information over return mail / email.

Yours faithfully,

S.P. Yadav  
Executive Director

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF TRANSACTION ADVISER**

Proposals in sealed covers are invited from empanelled Transaction Advisors for appointment of Transaction Adviser to advise on the process and selection of a PPP partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal.

All the correspondence in this context and the Bid shall be submitted to WBIDC office at the below mentioned address and shall be clearly marked “**APPOINTMENT OF TRANSACTION ADVISER for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal**”. For details, please visit our website [www.wbidc.com](http://www.wbidc.com).

Address :  
Managing Director  
West Bengal Industrial Development Corporation Ltd.  
23, Abanindra Nath Tagore Sarani,  
Kolkata – 700 017

WBIDC reserves the right to withdraw the process or any part thereof, to accept or reject any/all offer(s) at any stage of the process and/or modify the process or any part thereof or to vary any terms without assigning any reasons whatsoever. No financial obligations will accrue to WBIDC in such an event.

Yours faithfully,

**Managing Director**

## **DISCLAIMER**

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Assumptions, assessments and statements do not purport to contain all the information that each Applicant may require and also may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. The Authority accepts no responsibility for the accuracy or otherwise for any information, interpretation or opinion of law expressed herein. The Authority and its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise.

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

**Managing Director**

## 1. INTRODUCTION

### 1.1. THE PROJECT

Government of West Bengal has decided to develop a modern Deep Sea Port on the coastline of West Bengal at Rosulpur, District – Purba Medinipore which is 35 Kms from Haldia or nearby location, depending upon the feasibility and availability of statutory clearances from Gol and GoWB. It is expected that the proposed port would have enough draft to handle suitable tonne cargo of container size which Haldia cannot handle with the present draft. The port should have adequate and suitable quantum of area. The proposed port would be developed on reclaimed land and as such no major land acquisition may be required. The port will be developed in Public Private Partnership (PPP) route and the Private Partner will be selected through International Competitive Bidding process.

### 1.2. REQUESTS FOR PROPOSAL (RFP)

WBIDC invites proposals from interested firms / companies (the “**Proposals**”) for selection of a **Transaction Advisor** as per the terms and conditions of the Terms of Reference (TOR) given in **Annexure - I** to this RFP to advise on the process and selection of a Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal.

### 1.3. SUBMISSION OF BIDS

The Sealed Bids have to be submitted along with all the details as mentioned in the RFP Document to :

Managing Director  
West Bengal Industrial Development Corporation Ltd.  
23, Abanindra Nath Tagore Sarani,  
Kolkata – 700 017

For details / queries, please contact :

Mr. Chandrasekhar Chatterjee, OSD(IP)  
Contact no.- 07059639254  
E-mail- chandrasekhar.chatterjee@wbidc.com

#### 1.4. BRIEF DESCRIPTION OF THE SELECTION PROCESS

The Bid comprising proposal and financial bids is to be submitted in two separate sealed envelopes. In the first stage, proposal evaluation will be carried out. The bidders have to give a presentation on their understanding of the project and methodology of work. Based on this technical evaluation will be done and a list of qualified applicants shall be prepared, then financial evaluation of the qualified applicants will be carried out. The L1 Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the L2 Applicant will be kept in reserve. The Authority is, however, not bound to select the Transaction Adviser on least cost basis, alone.

#### 1.5. SCHEDULE OF SELECTION PROCESS

The Authority would endeavour to adhere to the following schedule :

Sl. No.	List of Events	Date & Time
1	Date of notification of tender	02.03.2015
2	Pre Bid Meeting	10.03.2015
3	Bid proposal submission last date	31.03.2015
4	Technical bid opening date	01.04.2015
5	Presentation date	08.04.2015
6	Financial bid opening	Will be decided after Technical Evaluation



## **2. INSTRUCTIONS TO APPLICANTS**

### **2.1. SUBMISSION OF PROPOSAL**

The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Proposal and Financial Bid shall be submitted in the prescribed Form at Appendix - I and Appendix - II respectively.

### **2.2. CONDITIONS OF ELIGIBILITY OF APPLICANTS**

Only the **Empanelled Transaction Advisors / Consultants** to the Government of West Bengal can bid for the assignment.

### **2.3. VISIT TO AUTHORITY AND VERIFICATION OF INFORMATION**

Applicants are encouraged to submit their respective unconditional Proposals after visiting the office of the Authority, if necessary, and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing / email before the date mentioned in the Schedule of Selection Process. The envelopes / email shall clearly bear the following identification and subject :

**“Queries / Request for Additional information concerning RFP for appointment of Transaction Adviser for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal”.**

Address :  
Managing Director  
West Bengal Industrial Development Corporation Ltd.  
23, Abanindra Nath Tagore Sarani,  
Kolkata – 700 017

E-mail ID :  
[chandrasekhar.chatterjee@wbidc.com](mailto:chandrasekhar.chatterjee@wbidc.com)

The Authority shall endeavour to respond to the queries within a reasonable time. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and

nothing in the RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

#### **2.4. AMENDMENT OF RFP**

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by issuance of Addendum / Amendment, by conveying the same to the applicants by fax or e-mail or by posting on the website and the amendments will be binding on all applications.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the date for submission of bid.

#### **2.5. RIGHT TO REJECT ANY OR ALL PROPOSALS**

The Authority reserves the right to accept or reject any Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

If such disqualification / rejection occurs after the Proposals have been opened and the L1 Applicant gets disqualified / rejected, then the Authority reserves the right to consider the L2 Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

#### **2.6. DUE DILIGENCE BY APPLICANTS**

The objective of the due diligence programme is to provide, eligible and interested parties information on Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal to enable them to submit their proposal and Financial Bid. Each applicant would be allowed to conduct due diligence upon receipt of a request letter from them. After due diligence, applicants can ask, in writing, questions to WBIDC to clear their doubts, if any. WBIDC reserves the right to decline answering any question raised by the applicants.

#### **2.7. PRE-PROPOSAL CONFERENCE**

Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarification and make suggestions for consideration of the Authority. The Authority shall

endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **2.8. PREPARATION AND SUBMISSION OF PROPOSAL**

- 2.8.1. The Proposal and all communications including supporting documents should be in English only.
- 2.8.2. The Proposal and its copy, shall be signed by the authorized signatory of the applicant who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations shall be signed by the person(s) signing the Proposal. The Proposal must be properly signed by the authorized representative.
- 2.8.3. Applicant should note that except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and the evaluation will be carried out only on the basis of Documents received by the closing time of bid submission.

## **2.9. PROPOSAL**

- 2.9.1. Applicant shall submit the proposal in the formats at Appendix - I (the "Proposal").
- 2.9.2. While submitting the Proposal, the Applicant shall in particular, ensure that :
  - (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories.
  - (b) Power of Attorney, if applicable, is executed as specified in this RFP.
  - (c) CVs of all Key Personnel have been included.
  - (d) Key Personnel have been proposed for the assignment.
  - (e) The CVs have been signed and dated, by the respective Personnel and countersigned by the applicant. Unsigned / countersigned CVs shall be rejected.
  - (f) The CVs shall contain an undertaking from the respective Key Personnel about his / her availability for the duration specified in the RFP.
- 2.9.3. The Proposal shall not include any financial information relating to the Financial Proposal.
- 2.9.4. The bidder may bid independently or form a consortium / joint venture. The joint venture / consortium agreement to be furnished along with the bid.
- 2.9.5. For key manpower, the bidder has to provide consent letter from the personnel if outsourced along with a declaration by the authorised signatory of the bidder

regarding using the said key manpower for the work. If key manpower is of the bidders own, then a declaration has to be provided by the authorised signatory that the said manpower will be available for the work. Changes in the key manpower if required may be allowed in special case stating valid reasons for the change and to be replaced by equivalent or better resource by the selected bidder.

## **2.10. FINANCIAL PROPOSAL**

2.10.1. Applicants shall submit the financial proposal in the formats at Appendix - II (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figure and words, in Indian Rupees, and signed by the Applicants Authorized Representative.

2.10.2. In the event of any difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.10.3. While submitting the Financial Proposal, the Applicant shall ensure the following :

(a) All the costs including tax liabilities associated with the assignment shall be included in the financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, boarding & lodging, journey expenses including equipment, printing of documents, internal transport etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The rate quoted shall be throughout the period of performance of the assignment up to and including discharge of all obligations of the Transaction Advisor under the agreement.

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

(c) The Proposal shall be valid for six months from the date of submission of bid.

## **2.11. MANNER OF SUBMISSION OF PROPOSAL**

2.11.1. 1st envelope should contain the Technical Proposal and the 2nd envelope should contain the Financial proposal. All such envelopes should be properly sealed and put in an outer envelope which bears the address of the Authority, RFP Notice number, the name and address of the Applicant.

2.11.2. The envelope marked "Proposal" should contain the "Proposal" in the prescribed format (Appendix - I).

2.11.3. The envelop marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix - II)

2.11.4. The completed Proposal must be submitted on or before the specified time on last date for submission of bid. Proposals submitted by post, courier, fax, telex, telegram or e-mail shall not be entertained.

## **2.12. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF PROPOSALS**

2.12.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to last date for submission of bid. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the last date for submission of bid.

2.12.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION", or "WITHDRAWAL", as appropriate.

2.12.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the last date of submission of bid, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.13. EVALUATION PROCESS**

2.13.1. The Authority shall open the Proposal on 01.04.2015 at 11:00 hours and in the presence of the Applicants who choose to attend. The Envelops marked "Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be opened for the Technically Qualified bidders at a date which will be notified subsequently.

2.13.2. Proposal for which notice of withdrawal has been submitted shall be not opened.

2.13.3. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP.

2.13.4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.13.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process.

2.13.6. Based on the proposals submitted a presentation has to be given by the bidders wherein the bidders are required to present their capacity of handling the project

and also need to present the understanding on the scope of work along with the methodology of work.

2.13.7. A presentation to be made by the bidders regarding.

- Company profile in handling similar projects.
- Experience of key personnel.
- Understanding of the project.
- Work methodology for carrying out the Transaction Advisory work for the project.

2.13.8. Based on the evaluation of technical bid and presentation the qualified bidders financial Bids to be opened.

2.13.9. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicants if the assignment is subsequently awarded to it.

## **2.14. CLARIFICATIONS**

2.14.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarification / additional information from any Applicant regarding its Proposal. Such clarification (s) shall be provided in writing within the time specified by the Authority for this purpose failing its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by constructing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **2.15. APPOINTMENT OF TRANSACTION ADVISER**

2.15.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the consultant under this RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the selected applicant fails to re-confirm its commitment, the Authority reserves the right to designate the next applicant as the selected applicant and invite it for negotiations.

2.15.2. AWARD OF CONSULTANCY : After selection, a Letter of Award (the "LOA") shall be issued in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension

of time submission thereof, cancel the LOA and next Applicant may be considered.

2.15.3. After signing of the LOA, the Transaction Advisor will have to enter into an agreement with WBIDC.

2.15.4. COMMENCEMENT OF ASSIGNMENT : The Transaction Adviser shall commence the work as per the Terms of Reference within Five days of the date of acceptance of the LOA or such other date as may be mutually agreed. If the Consultant fails to either acknowledge the LOA or commence the assignment as specified herein, the Authority may invite the next Applicant for negotiations. In such an event, the LOA as the case may be shall stand cancelled / terminated.

## 2.16. TIME SCHEDULE FOR DELIVERY

Stage	Stages	Time Allocated *
Stage 1	Submission of the Inception Report	20 days from Start of Work
Stage 2	Submission of Draft Feasibility Report	90 days from the Stage 1
Stage 3	Submission of Final Feasibility Report	15 days from approval of Stage 2
Stage 4	Submission of the Draft Project Information Memorandum and Draft Tender Documents for selection of Private Partner	20 days from approval of Stage 3
Stage 5	Submission of the Final Project Information Memorandum and Final Tender Documents for selection of Private Partner	7 days from approval of Stage 4
Stage 6	Submission of Draft Bid Document for Selection of Independent Engineer	20 days from approval of Stage 4
Stage 7	Submission of Final Bid Document for Selection of Independent Engineer	7 days from approval of Stage 6
Stage 8	Evaluation of the Tender Documents and recommendation of the Selected Private Partner	15 days from tender closing date
Stage 9	Getting the Concession Agreement signed by the selected Private Partner	15 days from Stage 8
Stage 10	Evaluation of the Tender Documents and recommendation of the Selected Independent Engineer	15 days from tender closing date
Stage 11	Getting the Agreement signed by the selected Independent Engineer	15 days from Stage 10

It is the responsibility of the Transaction Advisor to complete the assignment upto the signing of the agreement with the Private Partner and Independent Engineer within the desired period.

\* Time allocated given in the table above is indicative. The bidders may provide their realistic time frame against the above. The time frame may be suggested by the bidders during the pre-bid meeting wherein after the time frame will be finalised.

## 2.17. PAYMENT SCHEDULE

The payment schedule for the assignment is as given below :

Stage	Details of Stages	Percentage
Stage 1	On submission of the Inception Report	5%
Stage 2	On submission of the Draft Feasibility report	5%
Stage 3	On approval of Final Feasibility Report	10%
Stage 4	On submission of the Final Project Information Memorandum and Final Tender Documents for selection of Private Partner	20%
Stage 5	On submission of the Final Tender Documents for selection of Independent Engineer	10%
Stage 6	On Evaluation of the Tender Documents and recommendation of the Selected Private Partner	5%
Stage 7	On Completion of Negotiation and Signing of the Developer Agreement	20%
Stage 8	On Evaluation of the Tender Documents and recommendation of the Selected Independent Engineer	5%
Stage 9	On Signing of the Agreement with the Independent Engineer	10%
Stage 10	On Handing over of the Project to the Private Partner or one year from the date of signing of developer agreement whichever is earlier	10%
	<b>Total</b>	<b>100%</b>

If the project gets truncated, the Transaction Advisor will be paid for the stage of work completed and approved.

The bidders have to quote lump sum fees in Indian rupees inclusive of all taxes and all expenses, etc. complete in all respect. Only service tax as applicable will be payable extra.

## 2.18. MISCELLANEOUS

2.18.1. In Case of any disputes, the matters shall be settled mutually. However the decision of The Additional Chief Secretary, Department Commerce & Industry, Government of West Bengal / Managing Director, WBIDC will be final and binding.

2.18.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:



- (a) Suspend and / or cancel the Selection Process and / or amend and / or supplement the Selection Process or modify the dates or other terms of conditions relating thereto.
- (b) Consult with any Applicant in order to receive clarification or further information.
- (c) Retain any information and / or evidence submitted to the Authority by, on behalf of and / or in relation to any Applicant; and / or
- (d) Independently verify, disqualify, reject and / or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.18.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto, and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.

2.18.4. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

## **2.19. Termination of the Engagement**

If the performance of the Transaction Adviser is not up to the satisfaction of WBIDC or the Transaction Adviser fails to perform as per the agreed Terms of Reference (TOR), WBIDC reserves the right to terminate the engagement with right to claim damages, loss etc. as deemed fit.

The Transaction Advisor may terminate the agreement if WBIDC fails to pay the Transaction Advisor.

In both the cases 30 days written notice to be served.

### **3. DOCUMENTS**

#### **3.1. APPENDIX - I**

##### **Documents for Technical Proposal**

The Proposal includes the following documents :

Form 1 : Letter of Proposal

Form 2 : Particulars of the applicant

Form 3 : Statement of Legal Capacity

Form 4 : Power of Attorney

Form 5 : Financial Capacity of the Applicant

Form 6 : Particular of Key Personnel to deployed for the Assignment

Form 7 : Abstract of Eligible Assignments of Key Personnel

Form 8 : Curriculum Vitae (CV) of Key Personnel

#### **3.2. APPENDIX - II**

##### **Documents for Financial Proposal**

The Financial Proposal includes the following documents :

Form 1 : Covering Letter

Form 2 : Financial Proposal

## TECHNICAL PROPOSAL

APPENDIX - I

### Form - 1

#### Letter of Proposal

*(On Applicant's letter head)*

(Date and Reference)

To,

**Managing Director**

West Bengal Industrial Development Corporation Ltd.  
23, Abanindra Nath Tagore Sarani,  
Kolkata – 700 017

**Sub : Appointment of Transaction Adviser for Selection of Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal**

**Ref :** Your tender ID no. WBIDC/IP/RASULPUR-DSP/2012-13/TA dated 02.03.2015

Dear Sir,

With reference to your RFP Documents No. WBIDC/IP/RASULPUR-DSP/2012-13/TA dated 02.03.2015, I / We, having examined all relevant documents and understood their content, hereby submit our Proposal for selection as Transaction Advisor to advise on the process and selection of Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal. The proposal is unconditional and unqualified.

- (1) I / We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Transaction advisor and we certify that all information provided in the Proposal and in the Appendix is true and correct and documents accompanying such Proposal are true copies of their respective originals.
- (2) I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise waive our right to challenge the same on any account whatsoever.

- (3) I / We certify that in the last three years, we or any of our Associates have neither failed to perform any contract as evidenced by imposition of penalty or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or by any PSU nor been expelled from any project or contract by any public authority or have had any contract terminated by any public authority for breach on our part.
- (4) I / We declare that :
- (a) 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, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any public sector enterprise or any government, central or State; and
- (b) I / We hereby certify that we have taken steps to ensure that in conformity with the provision of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (5) I / We understand that the Authority may cancel the Selection Process at any time and that the Authority is neither bound to accept any Proposal nor to select the Consultant, without incurring any liability to the Applicants.
- (6) 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 order passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- (7) I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any our Associates.
- (8) 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 Directors / Managers / employees.
- (9) I / We hereby irrevocably waive any right or remedy which we may have at any stage under law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and / or the Government of West Bengal] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned job of valuation.
- (10) I / We agree and understand that the proposal is subject to the provision of the RFP document. In no case, shall I / We have any claim or right of whatsoever nature, if the appointment of Transaction Adviser is not awarded to me / us or our proposal is not opened or rejected.

- (11) I / We agree to keep this offer valid for one year from the Proposal Due Date specified in the RFP.
- (12) A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
- (13) In the event of my / our firm being selected as the Transaction advisor, I / we agree and undertake to provide the services of the Financial Experts in accordance with the provision of the RFP and the Terms of Reference and that the Financial Experts shall be responsible for proving the agreed services himself and not through any other person or Associate.
- (14) I / We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to Selection Process including the award of the job of Transaction Advisor.
- (15) The Financial Proposal is being submitted in separate cover. This Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- (16) I / We agree and undertake to abide by all the terms and conditions of the RFP Document.
- (17) In witness thereof, I / we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

For and on behalf of .....

(Signature, name and designation of the authorised signatory)  
(Name and seal of the Applicant / Lead Member)

## Form - 2

## Particulars of the Applicant

Sl. No.	Particulars	Details
1.	Title of the Applicant	
2.	State the following : Name of the Firm : Legal status (e.g. sole proprietorship, partnership or Company) : Country of incorporation : Registered office address : Year of Incorporation : Year of commencement of business : Principal place of business : Name, designation, address and phone numbers of authorized signatory of the Applicant : Name : Designation : Company : Address : Phone No. : Cell No. : Fax No. : E-mail address : Website :	
3.	Documents to be attached. i) About existence of firm / company. ii) Annual report for the last three years.	
4.	Details of professional fees received during last 3 (three) years	
5.	i) Copy of Income Tax Return for last financial year ii) Copy of valid Service Tax registration iii) Copy of any other statutory documents	
6.	Experience of the Firm in Similar Nature of Projects	
7.	List of Empanelments with a copy of the same	
8.	(Signature, name and designation of the authorized signatory) For and on behalf of .....	

Form - 3

Statement of Legal Capacity

*(To be forwarded on the letter head of the Applicant)*

Ref :

Date :

To,

**Managing Director**

West Bengal Industrial Development Corporation Ltd.  
23, Abanindra Nath Tagore Sarani,  
Kolkata – 700 017

**Sub : Appointment of Transaction Adviser for Selection of Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal**

**Ref :** Your tender ID no. WBIDC/IP/RASULPUR-DSP/2012-13/TA dated 02.03.2015

Dear Sir,

I / We hereby confirm that I / we, the Applicant satisfy the terms and conditions laid down in the RFP document.

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

Yours faithfully,

For and on behalf of .....

(Signature, name and designation of the authorized signatory)

Form - 4

Power of Attorney

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. .... Son / daughter / wife and presently residing at ..... who is presently employed with / retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Adviser to advise on the process and selection of a Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conference and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said consultancy job and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 2015.

For .....

(Signature, Name, Designation and Address)

Witnesses :

- 1.
- 2.



Notarised  
Accepted

.....

(Signature, name designation and address of the Attorney)

*Notes :*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

## Form - 5

## Financial Capacity of the Applicant

Sl. No.	Financial year	Annual Revenue (Rs. in Lacs) *
1.	2011-12	
2.	2012-13	
3.	2013-14	

**Certificate from the Statutory Auditor**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees for rendering services as Transaction Adviser / Consultant.

(Signature, name and designation of the authorized signatory)

Date :

Name and seal of the audit firm :

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

\* In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

## Form - 6

## Particulars of Key Personnel for the Assignment

Sl. No.	Name	Designation of Key Personnel	Educational Qualification	Length of Professional Experience	Present Employment	Employed since	No. of Eligible Employed Assignments
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

## Form - 7

**Abstract of Eligible assignments of Key Personnel**

Name of Key Personnel :

Designation :

<b>Sl. No.</b>	<b>Name of the Project / Experience in Similar Assignments</b>	<b>Name of the Client</b>	<b>Estimated capital cost of Project (in Rs.)</b>	<b>Name of firm for which the Key Personnel worked</b>	<b>Designation of the Key Personnel on the assignment</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

\* Use separate Form for each Key Personnel.

Form - 8

**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position :

2. Name of Personnel :

3. Date of Birth :

4. Mobile Number, Land Line No and e-mail id :

5. Nationality :

6. Educational Qualifications :

7. Employment Record :

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

8. List of Similar projects with success records on which the Personnel has worked

**Certification :**

1. I am willing to work on Project and I will be available for entire duration of the Project assignment as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Key Personnel)

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

Place .....

**Notes :**

1. Use separate form for each Key Personnel and Professional Personnel.
2. In the case of Financial Expert, only those assignments shall be included where the Financial Expert worked as the Team Leader or the leader of the Financial Team in the relevant assignment.
3. Each page of the CV shall be signed in ink by both the Person concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm.

**FINANCIAL PROPOSAL**

**Form - 1**

**Covering Letter**

(On Applicant's letter head)  
(Date and Reference)

To,

**Managing Director**

West Bengal Industrial Development Corporation Ltd.  
23, Abanindra Nath Tagore Sarani,  
Kolkata – 700 017

**Sub : Appointment of Transaction Adviser for Selection of Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal**

**Ref :** Your tender ID no. WBIDC/IP/RASULPUR-DSP/2012-13/TA dated 02.03.2015

Dear Sir,

I / We, ..... (Applicant's name) herewith enclose the Financial Proposal for selection of my / our firm as Transaction Adviser for Selection of Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal.

I / We agree that this offer shall remain valid for a period of 6 months from the date of submission of bid or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note : The Financial Proposal is to be submitted strictly as per forms given in the RFP.

## Form - 2

## Financial Proposal

Name of the Bidder :

Address :

Email :

Telephone No. :

Mobile No. :

Fax No. :

Total amount offered towards fees inclusive of all taxes and expenses etc. for appointment as Transaction Advisor to advise on the process and selection of Private Partner & Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal.

Amount in Rs.	Amount in Words

Service Tax as applicable to be payable extra.

There will be no other fees or charges other than the above amount and the above costs cover all expenditure including travel, lodging & boarding, transport etc.

Signature of the Authorized person

For (Name of the Bidder)

Notes :

1. The financial proposal is unconditional.
2. All payments shall be made in Indian Rupees after TDS and subject to deduction of other applicable taxes, if any.



**Terms of Reference (TOR) for Transaction Adviser**

**(1) Introduction**

Government of West Bengal has decided to develop a modern Deep Sea Port on the coastline of West Bengal at Rosulpur, District – Purba Medinipore which is 35 Kms from Haldia or nearby location, depending upon the feasibility and availability of statutory clearances from Gol and GoWB. It is expected that the proposed port would have enough draft to handle suitable tonne cargo of container size which Haldia cannot handle with the present draft. The port should have adequate and suitable quantum of area. The proposed port would be developed on reclaimed land and as such no major land acquisition may be required. The port will be developed in Public Private Partnership (PPP) route and the Private Partner will be selected through International Competitive Bidding process.

**(2) Objectives**

The objectives of engaging a Transaction Adviser is to select Private Partner and Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal or nearby location, depending upon the feasibility and availability of statutory clearances from Gol and GoWB by following due procedure of law and best professional practices.

**(3) Scope of Work**

The scope of work of Transaction Adviser includes the following and not limited to the same in discharging the duties for selection of Private Partner and Independent Engineer for Deep Sea Port at Rosulpur, District – Purba Medinipore, West Bengal Haldia or nearby location, depending upon the feasibility and availability of statutory clearances from Gol and GoWB by following due procedure of law and best professional practices :-

**(a) Inception Report.**

The Transaction Adviser shall submit an inception report at the commencement of the assignment explaining the methodology to be followed, the work plan etc. It should also mention the way how to go about the job to WBIDC.

**(b) Preparation of Feasibility Report.**

Technical Feasibility : Study of the marine and landside topography and review of oceanographic studies (bathymetry, wave patterns, wind diagrams, etc.) to assess the technical designs possible to ensure / enable development of port master plan.

Assess the models and designs for hinterland road – rail linkage from the port site. Explore potential for transloading / lighterage options or other designs used in ports in other countries to overcome complex marine structural and operational issues in order to accommodate the next generation vessels for different commodities.

Economic Feasibility : Evaluation of the industry landscape, identification of demand drivers and traffic projections for the envisaged deep sea port. Development of revenue projections for the port across the concession life period. Incorporation of cost inputs from the technical feasibility report to arrive at profitability projections and returns on the investment.

Financial modelling and structuring : Discussions with all stakeholders (Government, Industry bodies, demand side stakeholders, SMEs, financial agencies, ect.) in order to evaluate various structuring options. Scenario analysis and identification of financial implications to each stakeholder. Recommendation of optimum structure for the project.

(c) Bid process management (including legal vetting).

RFQ development, PIM compilation, eliciting interest from potential bidders, the Bid Document should elaborate the role of the State Government, i.e. support by way of equity, infrastructure support, etc. which will have financial implications on State Government. The State Government's role should be defined as a facilitator's role, without any commitments to the extent possible. Explore the feasibility of revenue sharing model. Finalise the Bid Documents after interaction with the bidders in the pre-bid meetings, evolution and finalisation of bid evaluation criteria, development and floating of the RFP, legal vetting and drawing up of the draft Concessionaire Agreement. Invitation of bids, techno – commercial evaluation, selection of concessionaire, selection of Independent Engineer, final negotiations and contract signing, handover of progress monitoring templates.

(d) Determination of Reserve Price.

(e) Preparation of different reports as may be required for facilitating preparation of Information Memorandum for circulation / publication.

(f) Adopting due procedure and methods followed by PSUs in inviting offers from interested parties.

(g) If required re-bid to select the Private Partner has to be conducted.

(h) The Transaction Advisor will have to coordinate for smooth handing over of the project to the Private Partner and the Independent Engineer.

#### **(4) Deliverables**

The deliverables will include but not necessarily limited to : –

1. Inception Report.
2. Feasibility Report.
3. Presentation of Information Memorandum.
4. Preparation and submission of documents for invitation of EOI and RFP.
5. Preparation of all relevant Agreements.
6. Legal vetting of the Agreements / RFP / RFQ, etc.
7. Inviting offers from prospective bidders, answering queries for prospective bidders etc.
8. Facilitating in negotiation.
9. Determination of Reserve Price.
10. Any other related assignment as may be required for completing the process.

#### **(5) Profile of the Key manpower**

(a) Team Leader

- 15 years' experience, bachelor in Engineering with Post Graduate Degree in Management.
- Experience in leading at least 3 projects in the transportation / ports space on PPP basis. Should have handled at least one project > Rs. 3000 Crores

(b) Port Specialist

- 10 years' experience, bachelor in Engineering with relevant Post Graduate Degree.
- Experience in handling at least 3 port projects, involving feasibility assessment, operations, technical aspects, etc. Should have handled at least one project > Rs. 1000 Crores.

(c) PPP Specialist

- 10 years' experience, Post Graduate Degree in management / Finance / Economics.
- Experience in at least 3 transportation projects executed in PPP mode. Should have handled at least one project > Rs. 3000 Crores.

(d) Financial Analyst

- 8 years' experience, Post Graduate Degree in Management / Finance / Economics.
- Experience in at least 3 transportation projects executed in PPP mode. Should have handled at least one project > Rs. 1000 Crores.

(e) Legal Advisor

- 15 years' experience, BA, LLB.

- Experience in at least 3 projects (preferably in transportation) executed in PPP mode. Should have handled at least one project > Rs. 3000 Crores.

(f) Marine / Port Engineer

- 15 years' experience, Graduate in Engineering or a relevant discipline.
- Experience in at least 3 projects on technical studies. Should have handled at least one project > Rs. 2000 Crores.

The above are the minimum key manpower requirement. Other manpower as required may be proposed by the bidder in their bid.

**(6) Role of WBIDC / Government of West Bengal**

- Vetting of the proposals before tender.
- Appointment of Transaction Advisor / Independent Engineer / Concessioner.
- Facilitation for all statutory approvals.
- Establish the linkage from the newly developed deep sea port to railway, road, power, etc.
- Provide the necessary support on behalf of Government of West Bengal.

The above are indicative and the TA should elaborate the role of the State Government, i.e. support by way of equity, infrastructure support, etc. which will have financial implications on State Government in the Bid Document in consultation with WBIDC / State Government. The State Government's role should be defined as a facilitator's role, without any commitments to the extent possible. The TA should explore the feasibility of revenue sharing model.

.....