Kamarajar Port Limited

Kamarajar Port - 600001, Chennai (INDIA)

REQUEST FOR PROPOSAL (RFP)

for

"SELECTION OF OPERATOR FOR UPGRADATION, EQUIPPING, OPERATIONS, MAINTENANCE, AND TRANSFER (UEOMT) OF GENERAL CARGO BERTH-1 (GCB-1) AT KAMARAJAR PORT THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP) MODE"

RFP DOCUMENT CAN BE DOWNLOADED FROM CENTRAL PUBLIC PROCUREMENT (CPP) PORTAL (https://eprocure.gov.in/eprocure/app) BETWEEN **13/06/2026 TO 27/07/2026**

COST OF RFP PROCESS IS INR 88,400/- PLUS GST @18% i.e. INR 1,04,312/- (NON-REFUNDABLE) BIDS TO BE SUBMITTED ONLINE BEFORE **1500 HRS** ON **27/07/2026** AND WILL BE OPENED AT **1600 HRS** ON **28/07/2026**.

RFP Document issued by:

General Manager (CS&BD),
Kamarajar Port Limited,
No.17,RajajiSalai,
Chennai–600001

No. KPL/PPD/GCB-1/PPP/2026 **Date: 13.06.2026**

INVITATION OF REQUEST FOR PROPOSAL

"SELECTION OF OPERATOR FOR UPGRADATION, EQUIPPING, OPERATIONS, MAINTENANCE, AND TRANSFER (UEOMT) OF GENERAL CARGO BERTH-1 (GCB-1) AT KAMARAJAR PORT THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP) MODE" for a Concession Period of 30 (thirty) years.

Kamarajar Port Limited (the "**Authority**") invites the provisionally pre-qualified applicants (the "**Bidders**") to submit their financial offers (the "**Bids**") in accordance with the Request for Proposal (RFP) document in order to select the Bidder for award of the project, subject to national security clearance**.**

The RFP document containing instructions to Bidders may be downloaded from the CPP Portal (https://eprocure.gov.in/eprocure/app). The Bidders are responsible to download Addendums/ Amendments/ Replies to Queries etc., if any, issued by the Authority. No editing/ addition/ deletion of the downloaded documents shall be permitted. If such incident is observed at any stage, such Bidder shall be liable for outright rejection.

The cost of the RFP process is INR. 1,04,312/- (Indian Rupees One Lakh Four Thousand and Three Hundred and Twelve) only including GST. The Bidders are required to pay the above amount to the Authority on or before Bid Due Date by way of NEFT/RTGS only. The Bank Account details of the Authority are as under:

A/C No: 9090 200 4175 2519
In favour of: Kamarajar Port Limited.
Branch : George Town Branch, Chennai 600 001
Name of the Bank: Axis Bank
RTGS Code : UTIB0000424
NEFT Code : UTIB0000285

The Financial Bid along with all other documents in the required formats as requested in RFP document along with the e-payment transaction receipt for cost of the RFP process shall be uploaded in the e-procurement portal (https://eprocure.gov.in/eprocure/app) on or before 1500 hours on 27.07.2026 The Bids will be opened on 28.07.2026 at 1600 hours.

General Manager
(CS&BD)
Kamarajar Port Limited
gm-csbd@kplmail.in

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DISCLAIMER

The information contained in this Request for Proposal document (the **"RFP"**) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) 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 Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Any information/documents including information/documents pertaining to this RFP or subsequently provided to Bidders and/or Selected Bidder AND information/ documents relating to the Bidding Process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the construction/operation/implementation of the Project is not subject to disclosure as public information/ documents.

GLOSSARY

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.1.14
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
DBFOT	Design, Build, Finance Operate and Transfer
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.14
Clean Cargo	As defined in Clause 1.1.1
Damages	As defined in Clause 2.1.14
Estimated Project Cost	As defined in Clause 1.1.4
Feasibility Report	As defined in Clause 1.2.3
Government	Government of India
Highest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.3.5
Member	Member of a Consortium
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Royalty	As defined in Clause 1.2.6
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
RFQ	Request for Qualification, as defined in Clause 2.1.2
Selected Bidder	As defined in Clause 3.3.1
UEOMT	Upgradation, Equipping, Operations, Maintenance, and Transfer

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Invitation for Proposals

1. INTRODUCTION

1.1 Background

1.1.1 Kamarajar Port Limited (KPL) (the "**Authority**") the 12th major port under Ministry of Ports, Shipping and Waterways, Government of India was commissioned in 2001. It is situated in the east coast about 24km North of Chennai Port. Since March 2020, it is a wholly owned company of Chennai Port Authority.

Presently the Cargo handling capacity of KPL is 58.44 Million Tonnes with 9 operational berths. Out of the 9 operational berths, 3 berths are for handling bulk Coal, 2 berths are for handling Liquid Cargo (POL, LPG & LNG), 2 berths for Automobile export/import and associated capital goods and 1 berth each to handle Container and Multi Cargo. All the Terminals are equipped with 'State of the Art' infrastructure facilities with fully mechanized cargo handling operations for faster evacuation and pollution free environment.

Kamarajar Port had developed the General Cargo berth (GCB-1) for exports of cars and other general cargo, at a cost of Rs.140 crore and commissioned in January, 2012. This berth is able to accommodate the car carriers with capacity of 8,000 cars. Further, it is allotted with a back-up area of about 2,18,175 sq.m for parking of cars (14,700 cars capacity) which is the largest facility in any Indian Port. While the berth allotment and berthing of vessels in GCB-1 are carried out by the Port, the loading and unloading of cars and project cargoes are carried out by Stevedores engaged by OEMs.

A new General Cargo Berth-2 is developed and commissioned in January, 2024 to handle exclusively export and import of cars and automobiles. Hence it is decided by KPL to shift the automobile (Ro-Ro) handling operations to GCB-2. In view of this it is proposed to handle alternate commodities which are clean in nature at GCB-1 berth. In order to handle clean commodities at GCB-1, KPL intends to upgrade and mechanize the GCB -1 berth and develop the dedicated stackyard with covered storage and handling equipments through PPP mode.

BRIEF DETAILS OF THE PROPOSED PROJECT:

- The GCB-1 has a total length of 278m and width of 27.50 m. (The environmental clearance currently states the berth length as 250m and width as 35 m, the same can be modified post signing of the concession). The project is proposed to be developed under PPP mode for handling of **Clean Cargo**
- **Clean Cargo** shall mean unitized, palletized, bagged, break bulk (LO-LO) cargo including containerized cargo and project cargo of dust free and non-polluting nature, except any roll on – roll off cargo (including but not limited to automobiles, earth moving equipments, heavy vehicles, roll trailers, mafi etc)
- The Concession Period shall be 30 years from the date of Award of Concession which includes a construction period of 24 months.
- The Indicative Capital Cost of the Project is **INR 220.84 Crores (Indian Rupees Two Hundred Twenty Crores and Eight Four Lakhs)** only.

- The Project refers to Selection of Operator for Upgradation, Equipping, Operations, Maintenance, and Transfer (UEOMT) of General Cargo Berth-1 (GCB-1) at Kamarajar Port through Public Private Partnership (PPP) Mode ("the **Project"**)

1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (the "**Concessionaire**") shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include upgradation, equipping the terminals, development of storage yard operations, maintenance and transfer of the General Cargo Berth -1 (GCB-1) with all allied facilities and equipment for handling Containers. The construction period for the project will be 24 months.

1.1.4 The indicative capital cost of the Project (the "**Estimated Project Cost**") has been specified in Clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted online in the CPP Portal in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the **"Bidding Process")** for selection of the Bidder for award of the Project. The first stage (the **"Qualification Stage")** of the process involved pre-qualification of interested parties/ Consortia in accordance with the provisions of the RFQ. At the end of the Qualification Stage, the Authority provisionally pre-qualified Applicants who are eligible for participation in this second stage of the Bidding Process (the **"Bid Stage"**) comprising Request for Proposals. However, the final prequalification will be carried out after the receipt of decision of the Ministry on the proposal of security clearance of these applicants. The financial bids (RFP) will be opened only of those bidders whose security clearance has been received from the Government.

The Government of India has issued guidelines (see **Appendix-V** of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **Appendix-I.**

1.2.2 In the Bid Stage, the aforesaid provisionally shortlisted Applicants, including their successors, (the **"Bidders"**, which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their financial offers (the "**Bids**") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.3 for submission of bids (the **"Bid Due Date"**).

1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed as Volume-III. The Feasibility Report prepared by the Authority/ consultants of the Authority (**the "Feasibility Report")** is also enclosed as Volume-II. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to submit, along with its Bid, a bid security of Rs. 2,20,84,000 (Indian Rupees Two Crores Twenty Lakhs and Eighty Four Thousand) Only (the "**Bid Security**"), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to an option to provide Bid Security in the form of demand draft, e-bank guarantee, insurance surety bond or a bank guarantee payable at Chennai and acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security

Further, Bidders are required to pay to the Authority a sum INR. **1,04,312**/- (Indian Rupees **One Lakh Four Thousand Three Hundred and Twelve) o**nly including GST. as the cost of the RFP process by way of NEFT/RTGS on or before the Bid Due Date. The account from which the cost of the RFP process will be deposited should be in the name of the Bidder.

1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.6 Bids are invited for the Project on the basis of Highest Royalty per MT of cargo (Rs. Per MT of Cargo) handled payable to the Authority (the "**Royalty**") offered by a Bidder for implementing the Project, to be paid on monthly basis to the Authority for award of the concession. The concession period is pre-determined, as indicated in the Concession Agreement. The Royalty shall constitute the sole criteria for evaluation of Bids. Subject to Clause 2.1.6 the Project will be awarded to the Bidder quoting the highest Royalty. Royalty shall have the same meaning provided in the Concession Agreement.

For cargo with unit other than Metric Tonne (MT), the Royalty shall be calculated based on the conversion factors. The conversion factor considered for calculating the Royalty for handling of cargo with units other than Metric Tonne (MT) are as given below:-

Cargo handled GCB-1 berth at KPL	Unit of Cargo	Conversion Factor to calculate Royalty per unit of cargo handled to calculate the Royalty amount in Rupees
Break Bulk Cargo (As per the definition of "Clean Cargo") that is permitted to be handled at GCB-1	In Metric Tonne	Royalty as quoted in Rupees per Metric Tonne i.e. "Base Royalty" based on actual weight.
For Containerized Cargo		
Container up to 20 Feet (Loaded)	In TEU	15 times the Base Royalty
Container between 20 Feet & 40 Feet (Loaded)	In FEU	22.5 times the Base Royalty
Container greater than 40 Feet (Loaded)	In FEU	30 times the Base Royalty
Container up to 20 Feet (Empty)	In TEU	12 times the Base Royalty
Container between 20 Feet & 40 Feet (Empty)	In FEU	18 times the Base Royalty
Container greater than 40 Feet (Empty)	In FEU	24 times the Base Royalty
Other Cargo		
Project Cargo	In Metric Tonnes	4 times the Base Royalty/ Metric Tonne (on actual reported weight)

Note:
Categorization of Project Cargo shall not apply to Steel Pipes, Steel Rail, Steel Coils, Steel Slabs, Still Billets, Steel Plates

Royalty per MT of cargo (Rs. Per MT of Cargo) will be indexed to as per the variations in the Wholesale Price Index (WPI) annually. In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the highest Royalty.

1.2.7 Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8 Concessionaire shall be entitled to levy and collect from the users of the Project, tariff as set by the Concessionaire based on market conditions and on such other conditions, if any, as may be notified and made applicable by a competent authority, under the provisions of the Tariff Guidelines, 2021 For The Future PPP Concessionaires, dated 21st December 2021. (as notified or amended from time to time) from the users of the Project.

1.2.9 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be uploaded in the CPP Portal by the Bidder on or before the date specified in Clause 1.3 below.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	**Date**
1.	Last date for receiving queries	07.07.2026
2.	Pre-Bid meeting	10.07.2026
3.	Authority response to queries latest by	17.07.2026
4.	Bid Due Date	27.07.2026
5.	Opening of Bids	28.07.2026
6.	Letter of Award (LOA)	Within 30 days of Bid Due Date
7.	Validity of Bids	180 days of Bid Due Date
8.	Signing of Concession Agreement	Within 30 days of award of LOA

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 10.07.2026

Time: 11:00 hours

Venue: Kamarajar Port Limited, No: 17, Jawahar Building, Rajaji Road, Chennai, Tamil Nadu 600001

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 All Bids are to be submitted online in the CPP Portal. No Bid shall be accepted offline. The Bid must be accompanied with self-signed payment acknowledgement towards cost of RFP Process and Bid Security. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the "**RFQ**") shall have the meaning assigned thereto in the RFQ.

2.1.3 The Feasibility Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 The Financial Bid should be furnished in the Bill of Quantity [BoQ] format only. In the CPP Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the Bidders. The Bidders are required to fill in their quotes for Royalty per MT of cargo (Rs. Per MT of Cargo) in green background cells. The Bidder has to only write (type) the figures; the words will be self-generated (Enabling macros).

2.1.6 The Royalty shall be payable by the Concessionaire to the Authority as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

2.1.7 The Bidder shall submit a bid security of Rs. 2,20,84,000 (Indian Rupees Two Crores Twenty Lakhs and Eighty Four Thousand) Only in accordance with the provisions of this RFP The Bidder has to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. Bidders to note that along with online submission, the original Bank Guarantee is also required to be submitted on or before the Bid Due Date.

2.1.8 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the Bid to commit the Bidder. Bidders to note that along with online submission, the original Power of Attorney is also required to be submitted on or before the Bid Due Date.

2.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.

2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.13 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.14 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

(vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.15 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFQ for this Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.16 This RFP is not transferable.

2.1.17 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.18 Other Bid conditions shall include:

(a) The Bidder, in case it does not have the O&M experience specified in Clause 2.2.3 of the RFQ, by submitting its Bid, shall be deemed to acknowledge and agree that for a period of at least 5 (five) years from the date of commercial operation of the Project, it shall enter into an O&M Agreement with an entity having the specified experience, failing which the Concession Agreement shall be liable to termination.

(b) National Security

The list of pre-qualified bidders shall be subject to clearance from National Security perspective.

(c) Prevention of Private Sector Monopoly in Major Ports

Ministry of Shipping, Government of India vide its letter No. PD-24018/8/2009-PD.III dated 2nd August, 2010 has issued the policy (see Appendix VI) to be followed by all Major Ports while awarding projects to private parties through Public Private Partnership (PPP) route so as to avoid private sector monopoly in the Major Ports. The aforesaid policy or any other[€] applicable policy shall apply mutatis mutandis to this Bidding Process and the Authority shall be entitled to disqualify any Bidder in accordance with the aforementioned policy.

(d) While evaluating the Bids, regard would be paid to national defence and security considerations. The Bid received from any Bidder may be summarily rejected for national security considerations, without any intimation thereof to the Bidder

(e) Integrity Pact (IP) shall cover this RFP throughout its various phases, and IP would be deemed as a part of the contract. The Bidder should sign and submit a 'Pre-Contract Integrity Pact' to be executed between the Bidder and the Authority as per the format at Appendix-VI, and shall be submitted along with the Bid Enclosure in the manner provided in this RFP. IP would be implemented through the following Independent External Monitor ("IEM") for this Bid:

1	**Shri.Jatinderbir Singh, IAS (Retd)** Mobile: 9968607788 e-mail: jatinderbir@gmail.com
2	**Shri.Muvvala Kondala Rao, IFS (Retd),** Mobile: 9422161512 e-mail: mkraomuvvala@gmail.com

2.2 Change in composition of the Consortium

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:

(a) the Lead Member continues to be the Lead Member of the Consortium;

(b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

(c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant Member/ Associate of any other Consortium bidding for this Project.

2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.

2.2.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Appendix-IV, prior to the Bid Due Date.

[€]Issued by the Ministry of Shipping to avoid private sector monopoly in the Major Ports

2.3. Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it was provisionally pre-qualified on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 1st (first) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purpose of pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

a. made a complete and careful examination of the Bidding Documents;
b. received all relevant information requested from the Authority;
c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
f. acknowledged that it does not have a Conflict of Interest; and
g. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

(i) invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

Appendices

I. Letter comprising the Bid
II Bank Guarantee for Bid Security
III Power of Attorney for signing of Bid
IV Power of Attorney for Lead Member of Consortium
V Guidelines of the Department of Disinvestment
VI Proforma of Pre Contract Integrity Pact
VII Proforma of Undertaking Regarding Illegal Methods for Influencing Bid Process

VIII Proforma of Disclosure of Payment made/ proposed to be made to the Intermediaries in Connection with the Bid

IX Tariff Guidelines, 2021 for the future PPP Concessionaires

2.7.2 The draft Concession Agreement and the Feasibility Report provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may upload their queries in the CPP Portal in accordance with Clause 1.2.10. They should upload in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be uploaded in the CPP Portal. The Authority will upload all the queries and the responses thereto, without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications which will be uploaded on the CPP Portal. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be published in the CPP Portal.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover page shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. Each page of the Application shall be numbered serially.

2.11 Instructions for online submission of Bids

2.11.1 The Bidder shall upload its Bid documents in the CPP Portal in three covers. The self-signed acknowledgement copy of payment towards the cost of RFP process shall be uploaded in the first cover (Cover-1). The Bid documents specified in Clause 2.11.2 shall be uploaded in the second cover (Cover-2). The Financial Bid in the BOQ format, duly filled in with Royalty quotes shall be uploaded in the third cover (Cover-3).

2.11.2 The following documents are required to be uploaded by the Bidder in Cover-2

(a) Letter comprising the Bid in the format at Appendix-I;

(b) Bid Security in the format at Appendix-II;

(c) Power of Attorney for signing of Bid in the format at Appendix-III;

(d) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV; and

(e) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (c) hereinabove.

(f) Appendix VI: Duly signed Pre Contract Integrity Pact

(g) Appendix – VII Proforma of Undertaking Regarding Illegal Methods for Influencing Bid Process

(h) Appendix – VIII - Proforma of Disclosure of Payment made/ proposed to be made to the Intermediaries in Connection with the Bid

(i) Appendix – IX - Tariff Guidelines, 2021 For The Future PPP Concessionaires

(j) Along with the documents uploaded in the portal by the Applicant in Cover 2 as per Clause 2.11.2 above, the following hardcopy original documents shall be submitted to the Authority by the Applicant and shall reach the Authority in 7 (seven) days from the Bid Due Date.

(i) Bid Security in the format at Appendix-II;
(ii) Power of Attorney for signing of Bid in the format at Appendix-III;
(iii) If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV; and
(iv) Appendix VI: Integrity Pact duly signed

2.11.3 The Bid Security and the Power of Attorney for signing of Bid must also be submitted in original to the Authority on or before the Bid Due date specified in Clause 2.12 below.

2.11.4 The documents indicated at 2.11.3 above shall be placed in an envelope which shall be sealed and marked as "Enclosures to Bid for the Selection Of Operator For Upgradation, Equipping, Operations, Maintenance, And Transfer (UEOMT) Of General Cargo Berth-1 (GCB-1) At Kamarajar Port Through Public Private Partnership (PPP) Mode". The envelope shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope. The envelope shall be submitted at the address mentioned at Clause 2.11.5 below.

2.11.5 The Communication Details of the Tender Inviting Authority (TIA):

ATTN. OF:	General Manager (CS&BD)
ADDRESS:	Kamarajar Port Limited
E-MAIL ADDRESS	**gm-csbd@kplmail.in**

2.11.6 The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online Bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

(a) REGISTRATION

i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrollment" on the CPP Portal which is free of charge.

ii. As part of the enrolment process, the Bidders will be required to choose a unique user name and assign a password for their accounts.

iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

iv. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.

v. Only one valid DSC should be registered by a Bidder. Please note that the

Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

vi. Bidder can then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

Note: Bidders who are already enrolled need not go through this step.

(b) SEARCHING FOR TENDER DOCUMENTS

i. There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keyword set to search for a tender published on the CPP Portal.

ii. Once the Bidders have selected the tenders they are interested in; they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.

iii. The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Help desk.

(c) PREPARATION OF BIDS

i. Bidders should take into account any corrigendum published on the RFP before submitting their Applications.

ii. Bidders are advised to go through the RFP document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the Bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.

iii. Bidders, in advance, should get ready the documents to be submitted as indicated in the RFP and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. The documents to be submitted as part of the Bid need to be scanned in any of the above formats and the Biddes should ensure that all the scanned documents are clearly legible.

iv. To avoid the time and effort required in uploading the Bid, a provision of uploading standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "MySpace "or" Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

(d) SUBMISSION OF BIDS

i. Bidders should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.

ii. While submitting the Bid online, the Bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their Application.

iii. The Bidder has to digitally sign and upload the required documents one by one as indicated in the RFP document.

iv. Bidder should upload the scanned copy of payment acknowledgement of the RFP process fee during Bid submission. Otherwise the uploaded Bid will be rejected.

v. The server time (which is displayed on the Bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.

vi. Bidders shall submit their Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Bidders.

vii. All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bidders is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/ openers public keys. Overall, the uploaded documents become readable only after the opening by the authorized Bid openers.

viii. The uploaded documents become readable only after the opening by the authorized Bid openers.

ix. Upon the successful and timely submission of Bids (i.e. After Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a summary will be displayed with the Bid No. and the date & time of submission of the Bid with all other relevant details

2.11.7 Bids sent by hand delivery post, courier, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

2.12.1 Bids should be submitted before 1500 hours IST on the Bid Due Date (as per Clause 1.3) in the CPP Portal.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids will not be accepted by the e-Procurement module of CPP Portal after the specified time on the Bid Due Date.

2.14 Contents of the Bid

2.14.1 The Financial Bid shall be furnished only in the BOQ format provided by the Authority and shall consist of the Royalty to be quoted by the Bidder. The Bidder shall specify in Royalty per MT of cargo (Rs. Per MT of Cargo) offered by him, to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.14.2 Generally, the Project will be awarded to the Highest Bidder.

2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder is allowed to modify its Bid any number of times before Bid Due Date. The Bidder shall have to log on to the system and resubmit the documents as asked for by the system. In doing so, the Bid 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. If the Bidder fails to submit his modified Bid within the designated time of receipt, the Bid already in the system shall be taken for evaluation.

2.15.2 The Bidder may withdraw its Bid at any time before the final date and time of submission. Bidders to note that once withdrawn, bidding again will not allowed by the system. Withdrawal of the Bid after the final date and time of submission is not allowed.

2.15.3 Any additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a Nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crores (Rupees One Thousand Crores), in favour of the Authority in the format at Appendix–II (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Bank issuing such Bank Guarantee should have their branch located at Chennai.

2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Chennai (the "Demand Draft"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.4 Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.

2.20.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

a) If a Bidder submits a non-responsive Bid;
b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
d) In the case of Selected Bidder, if it fails within the specified time limit -
   (i) to sign and return the duplicate copy of LOA;
   (ii) to sign the Concession Agreement; or
   (iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement; or
e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Bids at 1600 hours on the Bid Due Date.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

(a) letter comprising the Bid is received as per the format at Appendix-I;
(b) the Financial Bid is uploaded as per the BoQ format provided
(c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
(d) it is signed and sealed as stipulated in Clause 2.10;
(e) it is accompanied by the Bid Security as specified in Clause 2.1.7;
(f) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
(g) original Bid Security and Power of Attorney have been submitted to the Authority as stipulated in Clauses 2.11.3 and 2.11.4;
(h) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
(i) duly signed Integrity Pact as per Appendix VI
(j) it does not contain any condition or qualification; and
(k) it is not non-responsive in terms hereof.

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

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Royalty shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2 In the event that two or more Bidders quote the same Royalty per MT of cargo (Rs. Per MT of Cargo) (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the 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 Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.5 Bid parameter

The bid shall comprise the royalty to be quoted by the bidder, in accordance with the provisions of this document

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.1.15 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 PRE-BID CONFERENCE

5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. A maximum of five representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications 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 Bidding Process.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Tamil Nadu shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 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 Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder 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 Bidder; 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 Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

(a) the Bidding Documents;

(b) the RFQ.

i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

APPENDICES

APPENDIX I

Letter Comprising the Bid

(Refer Clause 2.1.5 and 2.14,1.2.1, 2.11.2, 3.2)

Dated:

To,

General Manager (CS&BD)
Kamarajar Port Limited,
Chennai,- 600 001.

Sub: Bid for **"Selection Of Operator For Upgradation, Equipping, Operations, Maintenance, And Transfer (UEOMT) Of General Cargo Berth-1 (GCB-1) At Kamarajar Port Through Public Private Partnership (PPP) Mode"**

Dear Sir,

1. With reference to your RFP document dated ……….[$], I/we, having examined the Bidding Document and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the [upgradation, equipping, development, construction, operation and maintenance and transfer] of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
    a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

[$] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.
[£] If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.

b. I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
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 Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
e. the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project 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/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
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 further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/ We acknowledge and undertake that our Consortium was provisionally pre-qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who

shall, for a period of 1 (One) year from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purpose of pre-qualification under and in accordance with the RFQ, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully and also surveyed the Project and Port traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/ We offer a bid security of Rs. 2,20,84,000 (Indian Rupees Two Crores Twenty Lakhs and Eighty Four Thousand) only to the Authority in accordance with the RFP Document.
23. The Bid Security in the form of a Bank Guarantee is submitted.
24. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in the CPP Portal. Further, the original Bid Security and Power of Attorney have been submitted in an envelope and marked as "Enclosures of Bid for the Selection Of Operator For Upgradation, Equipping, Operations, Maintenance, And Transfer (UEOMT) Of General Cargo Berth-1 (GCB-1) At Kamarajar Port Through Public Private Partnership (PPP) Mode."

25. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
26. The Royalty has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and Port traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
28. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
29. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
30. I/ We agree and undertake to abide by all the terms and conditions of the “Policy for preventing private sector monopoly in Major Ports”.
31. I/ We hereby submit our Bid and offer as under:

    ~~Royalty per MT of cargo handled ______________ (……in words), quoted up to two decimal places for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.~~
    (TO BE SUBMITTED ONLINE ONLY)

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

BOQ Format

Validate Print Help **Wise BoQ**

Tender Inviting Authority: Kamarajar Port Limited

Name of Work: Selection of Operator for Upgradation,Equipping,Maintenance,Operations and Trasfer(UEMOT) of General Cargo Berth-1

Contract No:

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.01	Royality offered to the Authority in Rupees per Metric Tonne of Cargo	1.00	MT		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

APPENDIX II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, Kamarajar Port Limited, having its office at No: 17, Jawahar Building, Rajaji Salai, Chennai - 600001, (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of …………………… (a company registered under the Companies Act, 1956/2013) and having its registered office at ……………………… (and acting on behalf of its Consortium) (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the "Selection Of Operator For Upgradation, Equipping, Operations, Maintenance, And Transfer (UEOMT) Of General Cargo Berth-1 (GCB-1) At Kamarajar Port Through Public Private Partnership (PPP) Mode" at Kamarajar Port (hereinafter referred to as "the **Project**") pursuant to the RFP Document dated …………… issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "**Bidding Documents**"), we (Name of the Bank) having our registered office at …………………… and one of its branches at Chennai (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 2,20,84,000 (Indian Rupees Two Crores Twenty Lakhs and Eighty Four Thousand) Only (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the

Bid validity period as setforth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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. 2,20,84,000 (Indian Rupees Two Crores Twenty Lakhs and Eighty Four Thousand) Only.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 2,20,84,000 (Indian Rupees Two Crores Twenty Lakhs and Eighty Four Thousand) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ………………………. Bank

By the hand of Mr./Ms. ……………………., its ………………….. and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX III

Power of Attorney for signing of Bid

(Refer Clause 2.1.9)

Know all men by these presents, We, …………………………… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ……………………………… and presently residing at ………………………………….., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ………………………….., as our true and lawful attorney (hereinafter referred to as the "**Attorney**") 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 bid for the **"**Selection Of Operator For Upgradation, Equipping, Operations, Maintenance, And Transfer (UEOMT) Of General Cargo Berth-1 (GCB-1) At Kamarajar Port Through Public Private Partnership (PPP) Mode**"** Project proposed or being developed by the Kamarajar Port Limited (the "**Authority**") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 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 …………. 20…..

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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.10)

Whereas the Kamarajar Port Limited (the "**Authority**") has invited bids from pre-qualified parties for the **"**Selection Of Operator For Upgradation, Equipping, Operations, Maintenance, And Transfer (UEOMT) Of General Cargo Berth-1 (GCB-1) At Kamarajar Port Through Public Private Partnership (PPP) Mode**"** (the "**Project**").

Whereas, ………………….., ………………………..and ………………………. (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ……………… having our registered office at …………………, M/s. ……………………, having our registered office at …………………, and M/s. …………………, having our registered office at ……………., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s …………………, having its registered office at ………………………, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**") and hereby irrevocably authorise the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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

Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……………… DAY OF …………., 20.…

For ……………………..

(Signature, Name & Title)

For ……………………..

(Signature, Name & Title)

For ……………………..

(Signature, Name & Title)

……………………..

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

………………………………………

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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX V

Guidelines of the Department of Disinvestment[1]

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

1 These guidelines may be modified or substituted by the Government from time to time.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX VI PROFORMA OF PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ______ day of the month of 20__, between, on one hand, the Board of Directors of Kamarajar Port Limited acting through Mr. ______________, General Manager, Corporate Strategy and Business Development, Kamarajar Port Limited (hereinafter called the 'CONCESSIONING AUTHORITY', 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_________________ (hereinafter called the "BIDDER/CONCESSIONAIRE" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the CONCESSIONING AUTHORITY has invited bids for the project of "Upgradation, Equipping, Operations, Maintenance, And Transfer (UEOMT) Of General Cargo Berth-1 (GCB-1) At Kamarajar Port Through Public Private Partnership (PPP) Mode " (hereinafter referred to as the "PROJECT") and the "BIDDER/ CONCESSIONAIRE" is submitting its Bid for the Project, and

WHEREAS the BIDDER is a Private Limited Company/ Public Limited Company/ Government undertaking/ registered partnership firm/ Joint Venture/ Consortium, constituted in accordance with the relevant law in the matter.

CONCESSIONING AUTHORITY 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 to be entered into with a view to: - 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 CONCESSIONING AUTHORITY will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the CONCESSIONING AUTHORITY

1.1 The CONCESSIONING AUTHORITY undertakes that no official of the CONCESSIONING AUTHORITY, 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, organisation 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 CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY with full and verifiable facts and the same is prima facie found to be correct by the CONCESSIONING AUTHORITY necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY connected directly or indirectly with the bidding process, or to any person, organisation 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 CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CONCESSIONING AUTHORITY 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/Concession Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of the CONCESSIONING AUTHORITY 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 impropriety for purposes of competition or personal gain, or pass on to others, any information provided by the CONCESSIONING AUTHORITY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data earner. 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 CONCESSIONING AUTHORITY, or alternatively, if any relative of an officer of the CONCESSIONING AUTHORITY 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 2(77) of the Companies Act 2013.

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 CONCESSIONING AUTHORITY.

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. Bid Security / Performance Security Deposit

5.1 While submitting the bid, the BIDDER shall submit a bid security, with the CONCESSIONING AUTHORITY

5 .2 Deleted

5.3 In the case of Successful Bidder, a Performance Security in the form of a Bank Guarantee shall be provided in accordance with the terms of the Concession Agreement and having validity as specified therein.

5.4 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Concession Agreement that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the CONCESSIONING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.5 No interest shall be payable by the CONCESSIONING AUTHORITY to the BIDDER on Performance Security 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 CONCESSIONING AUTHORITY to take all or any one of the following actions, wherever required:-

a. 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.

b. The Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the CONCESSIONING AUTHORITY and the CONCESSIONING AUTHORITY shall not be required to assign any reason therefore.

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

d. 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 CONCESSIONING AUTHORITY resulting from such cancellation/rescission and the CONCESSIONING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

e. 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 CONCESSIONING AUTHORITY.

f. 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.

g. Forfeiture of Performance Security in case of a decision by the CONCESSIONING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The CONCESSIONING AUTHORITY will be entitled to take all or any of the actions mentioned at para 6.1(a) to (g) 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 CONCESSIONING AUTHORITY 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 performed /is not performing similar project 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 project was performed 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 CONCESSIONING AUTHORITY, if the contract has already been concluded.

8. Independent Monitors

8.1 The CONCESSIONING AUTHORITY has appointed the following Independent Monitors (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

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/bidding, 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 CONCESSIONING AUTHORITY,

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY within 8 to 10 weeks from the date of reference or intimation to him by the CONCESSIONING AUTHORITY / 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 CONCESSIONING AUTHORITY 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 CONCESSIONING AUTHORITY.

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.

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the CONCESSIONING AUTHORITY and the BIDDER/ CONCESSIONAIRE, 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 ofthe contract.

12.2 Should one or several provisions of this Pact tum 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__________________

BIDDER	CONCESSIONING AUTHORITY
Name of the Officer.	General Manager, CS&BD
Designation	Dept./MINISTRY/PSU
Witness	Witness
1. _________________	1. _________________
2. _________________	2. _________________

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the CONCESSIONING AUTHORITY in regard to involvement of Indian agents of foreign bidders.

APPENDIX – VII Proforma of Undertaking Regarding Illegal Methods for Influencing Bid Process

To

____

____

____

Dear Sir,

I/ We do hereby undertake that I/ We have not made any payment or illegal gratification to any person/authority connected with the bid process of Bid No. so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act in connection with the Bid.

Yours faithfully,

Signature:

Name & Designation:

APPENDIX – VIII - Proforma of Disclosure of Payment made/ proposed to be made to the Intermediaries in Connection with the Bid

To

____

____

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Bid No.

1.	to Mr./Ms./Messrs	(Name and Address)
2.	to Mr./Ms./Messrs	(Name and Address)
3.	to Mr./Ms./Messrs	(Name and Address)

Yours faithfully,

Signature:

Name & Designation:

Note: *In case no payment is made or proposed to be made a 'Nil' statement shall be enclosed.*

APPENDIX – IX - TARIFF GUIDELINES, 2021 FOR THE FUTURE PPP CONCESSIONAIRES

F. No. PD-13/66/2020-PPP (Part-2)/e-347563
भारतसरकार/GOVERNMENT OF INDIA
पत्तन, पोतपरिवहनऔरजलमार्गमंत्रालय
MINISTRY OF PORTS, SHIPPING AND WATERWAYS
(पब्लिक प्राइवेट पार्टनरशिप विंग/PPP WING)

परिवहनभवन/Parivahan Bhawan,
1, संसदमार्ग/1, Sansad Marg,
नई दिल्ली/New Delhi - 110001
दिनांक/**Dated: 21st December, 2021**

To,

The Chairperson, All Major Ports and CMD KPL
MD, IPA

Subject: TARIFF GUIDELINES, 2021 FOR THE FUTURE PPP CONCESSIONAIRES - Regarding

Sir,

The Parliament of India has enacted the Major Port Authorities Bill, 2020 to replace the Major Port Trusts Act, 1963. The Ministry of Law and Justice has published the Major Port Authorities Act, 2021 in the Gazette of India vide Gazette no 3 dated 18 February 2021.

As per subsection (zc) under Section 2 read with subsection (1) of Section 24 of the Major Port Authorities Act, 2021, the Board of each Major Port shall be competent to enter into and perform any concession contract with Public Private Partnership (PPP) Concessionaire for Public Private Partnership Project for discharge of functions of the Major Port Authority under the Act.

The proviso clause to Section 27(1) of the Major Port Authorities Act, 2021 provides that in case of Public Private Partnership Projects after the commencement of the Act, Concessionaire shall fix the tariff based on market conditions and on such other conditions as may be notified. Further, clause (f) of subsection (2) of Section 71 of the ibid Act, empowers the Central Government to make rules providing for the norms for fixation and implementation of scales, fees, rates and conditions under subsection (1) of Section 27.

In this backdrop, a Committee was constituted by the Ministry of Ports, Shipping and Waterways vide O.M.No.PD-13/66/2020-PPP/e-341758, dated 08 December 2020 for revision of Model Concession Agreement (MCA) and other issues of Public Private Partnership Projects under the chairmanship of Chairman, V.O. Chidambaranar Port Trust (VOCPT). The Committee has consulted all the Major Ports.

Based on the report of the Committee and in exercise of the powers conferred to the Central Government under Section 53 and clause (f) of subsection 2 of Section 71 of the Major Port Authorities Act, 2021, this Government hereby issues the following Tariff Guidelines, 2021.

The said Tariff Guidelines, 2021 are issued to the Major Port Authorities (MPAs) for PPP projects approved by the Government but are still under bidding stage and all future concession agreements to be entered by Major Ports, for framing of Project wise Scale of Rates along with necessary conditionalities that will apply upon the services to be provided by the PPP Concessionaires based on market conditions and on such other conditions notified hereunder.

TARIFF GUIDELINES, 2021 FOR FRAMING OF SCALE OF RATES FOR THE CONCESSION AGREEMENTS ENTERED INTO BY THE MAJOR PORT AUTHORITY WITH PPP CONCESSIONAIRE AFTER MAJOR PORT AUTHORITIES ACT, 2021 HAS INTO FORCE

1. PRELIMINARY

1.1. These guidelines are issued to the Major Port Authorities (the "MPAs") and PPP Concessionaires, for framing of Scale of Rates along with conditionalities for each PPP project of the respective PPP Concessionaire(s) who have been authorised as set forth in the Concession Agreement(s) by the Board of Major Port Authority to discharge the authorised functions/ provide services at the Major Port Authority.

1.2. This Tariff Guidelines may be called as "Tariff Guidelines, 2021", for framing of Scale of Rates for PPP projects approved by the Government but are still under bidding stage and all future concession agreements, to be entered by Major Ports as per MPA Act, 2021. The Tariff Guidelines, 2021 may be duly updated or revised from time to time by the Government in exercise of the powers conferred under Section 53 and clause (f) of subsection 2 of Section 71 of the Major Port Authorities Act, 2021.

1.3. These Tariff Guidelines 2021 will be applicable prospectively to all the PPP Concession Agreements entered into by the Major Port Authority with PPP Concessionaire under the MPA Act, 2021. These Tariff Guidelines 2021 shall remain in force until further reviewed or amended or modified or revoked.

1.4. Unless the context otherwise requires, various terms used herein will have the same definition as in the MPA Act, 2021 and the Indian Ports Act, 1908, as amended from time to time.

1.5. If any difficulty arises in giving effect to this Tariff Guidelines, the Central Government may in consultation with PPP Concessionaires and Major Port Authorities pass such orders, as may be necessary for removing the difficulty.

1.6 For purposes of these Tariff Guidelines, the term 'Scale of Rates' shall mean the specific tariff rates along with conditionalities that are to be determined, informed and published by the PPP Concessionaires as per market conditions in respect of their respective PPP Projects awarded as per MPA Act, 2021 and as per provisions therein including Section 27(1).

2. DETERMINATION OF SCALE OF RATES

2.1. Each PPP Concessionaire is authorised by the Concessioning Authority to discharge functions and provide services as set forth in their respective Concession Agreement(s) and also have the liberty to frame their own Scale of Rates for any and all services (including combination of services) they perform/ provide to their users/customers. The Scale of Rates set by the PPP Concessionaire must be in accordance with the provisions of their respective Concession Agreement(s) as well as

PROVIDED that the services or combination of the services for which the Scale of Rates is framed by the PPP Concessionaire shall

- (i) not be with retrospective effect
- (ii) not be in derogation with the rules made by or directives of the Central Government in this behalf;
- (iii) not be inconsistent with the provisions of the Competition Act, 2002; and
- (iv) not be inconsistent with the provisions of any other law for the time being in force.

2.2. The PPP Concessionaire shall abide by the provisions of the Royalty and other conditions as per the provisions of the concession agreements entered with the Concessioning Authority.

2.3. The Scale of Rates, along-with conditionalities, for services rendered shall be formulated by the individual PPP Concessionaire, in accordance with these Tariff Guidelines, 2021 as amended from time to time.

2.4. The PPP Concessionaire shall ensure that the Scale of Rates includes tariff for all the services rendered/ to be rendered by them within the scope of services prescribed in the Concession Agreement to ensure transparency and complete disclosure of applicable charges on port users. The Scale of Rates may be categorized under the following broad categories –

- a. Vessel Related Charges (if chargeable by the PPP Concessionaire under the Concession Agreement)
- b. Cargo /Container Handling Charges
- c. Storage Charges
- d. Other or Miscellaneous Charges

2.5.1. The PPP Concessionaire shall host the Scale of Rates as published rates/ tariff and applicable conditionalities on its website for transparency. The Scale of Rates/ amendment/ revision in Scale of Rates as published by the PPP Concessionaire on the website including conditionalities shall be the ceiling level i.e. the maximum rates or charges or tariff chargeable.

2.5.2. The PPP Concessionaire may annually review its Scale of Rates and the conditionalities. The PPP Concessionaire can modify, amend, increase, decrease, delete or add new tariff/ conditions and host the revised Scale of Rates along with conditionalities on its website in accordance with the procedure set forth in these Tariff Guidelines, 2021. Without prejudice to the aforementioned, the PPP Concessionaire can, if necessary, even during the year or during the annual review, change or stipulate revisions to the Scale of Rates based upon market conditions for existing cargo/ services provided by the PPP Concessionaire, rationalise existing tariff/ storage tariff/ existing conditionalities and can fix tariff / charge/ conditionalities based upon market conditions for new cargo / new service as permissible within the scope of the Concession Agreement(s).

2.5.3. The PPP Concessionaire shall also intimate in writing the Scale of Rates as amended from time to time to the Concessioning Authority.

2.6. The Scale of Rates and any revised/ modified Scale of Rates and conditionalities will come into effect only after expiry of 30 days prospectively from the date of first publishing of the Scale of Rates, revision/ modification of the Scale of Rates on the website of the PPP Concessionaire.

2.7. The Concessioning Authority for inviting bids for PPP Projects may arrive at a reference tariff based on Reference Tariff Guidelines, 2013 as amended from time to time or choose to prepare their own reference tariff. For these Tariff Guidelines 2021, the reference to Reference Tariff Guidelines 2013 will be only for indicative purposes and may be used by the Concessioning Authority for calculation of Reserve Royalty, if deemed fit.

2.8 The Scale of Rates of each PPP Concessionaire shall be decided subject to :-

i. Para 6 in respect of 'Vessel Related Charges';
ii. Para 5 in respect of 'Cargo Related Charges';
iii. Para 5A in respect of 'Container Related Charges';
iv. Para 5.5 in respect of 'Storage Charges; and
v. Para 4 in respect of 'Other aspects' and other provisions of these Tariff Guidelines 2021 as amended from time to time.

3. **Payment of Royalty by PPP Concessionaires**

3.1. The PPP operator shall pay royalty at the rate indicated in the Concession Agreement applicable during the concession period.

3.2. All the PPP Concessionaires shall maintain all documents and supporting evidence relating to the details of cargo/ containers handled category wise, tariff charged and the amount collected and submit to the Concessioning Authority within 15th day of the following month duly certified by its Internal Auditor(s). The Concessioning Authority shall have the option to verify and audit the quantity of cargo/ TEUs handled, tariff charged and amounts of rates received.

3.3. For payment of Royalty in cases where there are existing policies of the Central Government such as the existing coastal cargo/ container policy, the Concessionaing Authority must stipulate the rate of Royalty that is to be levied in the case of 'trans-shipment of normal containers of different sizes' as well as 'coastal cargo/container' as per provisions set forth in these Tariff Guidelines 2021 policy as amended from time to time.

3.4. Royalty Rates for Transhipment containers i.e. Foreign/ Coastal

This has to be brought out explicitly by the concerned Concessioning Authority in the bidding document as well as in the Concession Agreement –

i) Incase of foreign transshipment containers, Royalty is to be levied at
   a. one time of the normal containers for a 20' transhipment container,
   b. incase of transhipment containers between 20' to 40', royalty is to be levied at 1.2 times the normal foreign container rate and
   c. incase of transhipment containers beyond 40', royalty is to be levied at 1.5 times the normal foreign container rate.

ii) In case of coastal transhipment containers of 20', container between 20' to 40' and above 40', the royalty payment by Concessionaire shall be 40% of the royalty payable for Foreign Transhipment container of the corresponding size.

Illustration: Suppose the handling tariff of a normal 20' foreign container is `5,000/, tariff for coastal container is `3,000/- as per the coastal concession Policy and as per clause 5.4.1 of these Tariff Guidelines, tariff for Transhipment container is 1.5 times the rate of normal foreign/ coastal container. Now, suppose royalty per TEU is Rs.1,000. Then, the Royalty payable by Concessionaire for Transhipment container (foreign/ coastal) as per this clause 3.4.(i) and (ii) above shall be as tabulated below:

Description	Tariff – Handling Charge (in Rs.)		Royalty payable on Transhipment container if per TEU Royalty is at Rs.1000/- shall be -		
	Normal Container	Transhipment container	20' Transhipment Container	20' to 40' Transhipment Container	Above 40' Transhipment Container
Foreign 20'	5000	7500	1000	1200	1500
Coastal 20'	3000	4500	400	480	600

3.5. Royalty rates for coastal cargo/ container entitled for coastal concession in tariff:

As regards coastal containers or coastal cargo eligible for coastal concession in tariff as per the prevailing Government policy, the tariff of the coastal cargo/ container is charged at 60% of the tariff applicable to normal foreign cargo/ container. Accordingly Royalty payable by the PPP Concessionaire to the Concessioning Authority on coastal cargo or containers levied concessional tariff as per policy guideliness of the Government shall be at 40% of the Royalty payable towards normal foreign cargo/ container.

4. OTHER ASPECTS

4.1. **Status of Vessel:** The status of the vessel for tariff determination purposes will be borne out by its certification by the Customs or the Director General of Shipping. This shall be the deciding factor for its classification as 'coastal' or 'foreign-going' for the purpose of levying Vessel Related charges; and, the nature of cargo or its origin will not be of any relevance for this purpose.

4.2.1. **System of classification of 'vessel' for levy of Vessel Related Charges (VRC)**

(a) A foreign going vessel of Indian flag having a General Trading Licence can convert to 'coastal run' on the basis of a Customs Conversion Order. Such vessel that converts into 'coastal run' based on the Customs Conversion Order at her first port of call in Indian Port will not require any further custom conversion, so long as it moves on the Indian Coast.

(b) A Foreign going vessel of foreign flag can convert to 'coastal run' on the basis of a Licence for Specified Period or Voyage issued by the Director General of Shipping and a Custom Conversion Order.

4.2.2. **Criteria for levy of Vessel Related Charges (VRC) at Concessional Coastal rate and foreign rate:**

(a) In cases of such conversion as set forth in Para 4.2.1. above, coastal rates shall be chargeable by the load port from the time the 'converted vessel' starts loading coastal goods.

(b) In cases of such conversion as set forth in Para 4.2.1. above, coastal rates shall be chargeable till the vessel completes discharging operations at the last call of Indian Port. Immediately thereafter, foreign going rates shall be chargeable by the discharge ports.

(c) For dedicated Indian coastal vessels having a Coastal licence from the Director General of Shipping, no other document will be required to be entitled to coastal rates.

4.2.3. **Criteria for levy of Cargo Related Charges (CRC) at Concessional Coastal rate**

(a) Foreign going Indian Vessel having General Trading License issued for 'worldwide and coastal' operation should be accorded applicable coastal rates with respect to Handling Charges (HC) i.e. ship to shore transfer and transfer from/ to quay to/ from storage yard including wharfage in the following scenario:

(i) Converted to coastal run and carrying coastal cargo from any Indian Port and destined for any other Indian Port.

(ii) Not converted* to coastal run but carrying coastal cargo from any Indian Port and destined for any other Indian Port.

* *The Central Board of Excise and Customs Circular no.15/2002-Cus. dated 25 February 2002 allows carriage of coastal cargo from one Indian port to another port in India, in Indian flag foreign going vessels without any custom conversion.*

(b) In case of a Foreign flag vessel converted to coastal run on the basis of a Licence for Specified Period or Voyage issued by the Director General of Shipping, and a Custom Conversion Order, the coastal cargo/ container loaded from any Indian Port and destined for any other Indian Port should be levied at the rate applicable for coastal cargo/ container.

4.3 Port Users (i.e. users or customers of the PPP Concessionaire) will not be required to pay charges for delays attributable to the PPP Concessionaire. For example power failure, malfunction/ non function of crane or equipment provided by the PPP Concessionaire.

4.4 **Interest Rate:** Port users (i.e. users or customers of the PPP Concessionaire) can be subjected to interest on delayed payments and likewise the PPP Concessionaire shall also pay interest on delayed refunds at the same rate. For this purpose the rate of interest should be identical for amount receivable by the PPP Concessionaire and payable by the PPP Concessionaire to be calculated on simple interest basis and not exceeding 15% p.a.

4.5 The period for calculation of delay in payments by Port users (i.e. users or customers of the PPP Concessionaire) will be counted beyond 10 days after the date of raising the bills by the concerned PPP Concessionaire.

4.6 The delay in refunds by the PPP Concessionaire will be counted beyond 20 days from the date of completion of services or on production of all documents required from the Port users (i.e. users or customers of the PPP Concessionaire), whichever is later.

4.7.1. All US dollar denominated tariff set forth in the Scale of Rates will be recovered in Indian Rupees after conversion of charges in US dollar terms into its equivalent Indian Rupees at the current reference rate (as on the date of conversion) as notified by the Reserve Bank of India or the market buying rate notified by State Bank of India.

4.7.2. Alternatively, PPP Concessionaire may recover US dollar denominated tariff in US dollars after seeking approval of the Government and in compliance with the provisions of Foreign Exchange Management Act, 1999 and the necessary guidelines of the Reserve Bank of India.

4.8. The day of entry of the vessel into port limits shall be reckoned as the day for such conversion purposes in respect of Vessel Related Charges. In respect of charges on containers or cargo, the day of entry of the vessel in the case of import containers and the day of arrival of containers into the port in the case of export containers shall be reckoned as the day for such conversion.

4.9. A regular review of exchange rate shall be made once in 30 (thirty) days from the date of arrival in the cases of vessels staying in the port for a period longer than 30 (thirty) days. The basis of billing shall change prospectively with reference to the appropriate exchange rate prevailing at the time of review.

4.10. The rates prescribed in the Scale of Rates hosted on the website of the PPP Concessionaire shall remain the published rates for the particular PPP Concessionaire. No tariff or rates can be charged in excess of the said Scale of Rates. It is however clarified that the PPP Concessionaire would be at liberty to offer rebates and discounts on the published Scale of Rates to its users/customers.

5. CARGO RELATED CHARGES.

5.1. Cargo-related charges shall continue to be denominated in Indian Rupee terms.

5.2. 'Wharfage rates' if chosen to be levied as part of Cargo Related Charges by the PPP Concessionaire shall be on per unit of either weight or volume of cargo handled.

5.3. Before classifying any cargo under "unspecified" category under the wharfage Scale, the relevant customs classification should be referred by the PPP Concessionaire to find out whether the cargo could be classified under any of the specific categories mentioned in the wharfage Scale.

5.4 Concessional tariff will be prescribed for coastal cargoes/ containers, as per the policy guidelines of the Government as amended from time to time.

5.4.1. Presently, as per the Coastal Concession Policy of the Government, the cargo/ container related charges for all coastal cargo/ containers, other than thermal coal and POL including crude oil, iron ore and iron ore pellets should not exceed 60% of the normal cargo/ container related charges. In case of cargo related charges, the concession should be allowed on all the relevant cargo handling charges for ship-shore transfer and transfer from/to quay to/from storage yard including wharfage.

5.4.2. For the purpose of this concession cargo/ container from a foreign port which reaches an Indian Port 'A' for subsequent transhipment to Indian Port 'B' will also qualify insofar as the charges relevant for its coastal voyage. In other words, cargo/containers from/to Indian Ports carried by vessels permitted to undertake coastal voyage will qualify for the concession.

5.4.3. To exemplify, *in case a container from foreign port reaches Indian Port 'A' for subsequent transhipment to Indian Port 'B', 50% of foreign going rate and 50% of coastal rate shall be applicable for vessels permitted to undertake coastal voyage.*

5.5. For Demurrage/ storage charges free days allowed shall be exclusive of customs notified holidays and port/ terminal non-working days. The number of free days may, be fixed by individual PPP Concessionaire in its SOR. Once demurrage/ storage charge starts accruing, no allowance will be made for the customs notified holidays and port/ terminal non-working days.

5A. CONTAINER RELATED CHARGES

5A.1. The handling charges as part of Container Related Charges for transhipment containers shall be concessional. Such charges shall not exceed 1.5 times the handling charges for the normal handling operation in loading or unloading cycle. In case of transhipment of coastal containers, the concession in handling charges shall be calculated with reference to the applicable handling charges (which are subject to the concessions specified in para 5.4.1. above) for coastal containers for the normal handling operation in loading or unloading cycle.

Illustration

Let X be the handling charges for normal import or export containers and Y be rate for similar operations in respect of coastal containers (where Y is arrived at based on X after giving the concessions specified in clause 5.4.1 above).

Handling charges as part of Container Related Charges for transhipment containers will not exceed 1.5X in case of Exim containers and 1.5Y in case of coastal containers.

5A.2.1. Free dwell-time (storage) allowed shall be exclusive of Customs notified holidays and Port/ terminal non-working days. The number of free days may, be fixed by individual operators in its SOR. Once storage charge starts accruing, no allowance will be made for custom notified holidays and terminal non-working days.

5A.2.2. Free dwell-time (storage) period for import containers shall commence from the day after the day of landing of the container and for export containers the free period shall commence from the time the container enters the terminal.

5A.2.3. The storage charges on abandoned FCL containers/ shipper owned containers shall be levied upto the date of receipt of intimation of abandonment in writing or 75 days from the day of landing of the container, whichever is earlier subject to the following conditions:

(i) The consignee can issue a letter of abandonment at any time.

(ii) If the consignee chooses not to issue such letter of abandonment, the container Agent/ MLO can also issue abandonment letter subject to the condition that,

(a) the Line shall resume custody of container along with cargo and either take back it or remove it from the port premises; and

(b) the line shall pay all port charges accrued on the cargo and container before resuming custody of the container.

(iii) The container Agent/ MLO shall observe the necessary formalities and bear the cost of transportation and destuffing. In case of their failure to take such action within the stipulated period, the storage charge on container shall be continued to be levied till such time all necessary actions are taken by the shipping lines for destuffing the cargo.

(iv) Where the container is seized/ confiscated by the Custom Authorities and the same cannot be de-stuffed within the prescribed time limit of 75 days, the storage charges will cease to apply from the day the Custom order release of the cargo subject to lines observing the necessary formalities and bearing the cost of transportation and de-stuffing. Otherwise, seized/ confiscated containers should be removed by the line/ consignee from the port premises to the Customs bonded area and in that case the storage charge shall cease to apply from the day of such removal.

6. VESSEL RELATED CHARGES.

6.1.1. Vessel-related charges for foreign-going vessels will be denominated in US dollars and recovered in Indian rupees by the PPP Concessionaire.

6.1.2. Alternatively, PPP Concessionaire may recover US dollar denominated tariff in US dollars after seeking approval of the Government and in compliance with the provisions of Foreign Exchange Management Act, 1999.

6.2. As per the prevailing Coastal Concession Policy of the Government, in case of coastal vessels, the vessel related charges should not exceed 60% of the corresponding charges for other vessels. Further, these charges should be denominated and collected in Indian Rupees only. Restatement of coastal rates with reference to prevailing exchange rate at the time of each general revision of Scale of Rates is not permitted as per the existing Coastal Concession Policy of the Government. This provision shall be governed by the Coastal Concession Policy of the Government as amended from time to time.

6.3. Status of a vessel as borne out by its certification is the relevant factor to decide whether vessel is 'foreign-going' or 'coastal'.

6.4. The unit for levying Vessel Related Charges will be Gross Registered Tonnage (GRT) of the concerned vessel. Unit for levy of berth hire charges as well mooring fee and similar charges that are linked to the duration of stay of a vessel shall be hourly.

7. Dispute Resolution/ Grievance Redressal

7.1. In the event any dispute or difference between the PPP Concessionaire and the Concessioning Authority regarding fixation/ revision of SOR or tariff or conditionalities determined following this Tariff Guidelines, the concerned PPP Concessionaire or the Concessioning Authority shall make a reference to the Adjudicatory Board, constituted under section 54 of the MPA Act, 2021 in accordance with the prescribed rules.

7.2. In the event any user has any grievance regarding procedure followed for fixation/ revision of Scale of Rates or conditionalities determined under these Tariff Guidelines, 2021, the concerned user or party shall file its complaint/representation/ grievance to the Adjudicatory Board, constituted under section 54 of the MPA Act, 2021 in accordance with the prescribed rules.

8. MANDATORY PROVISIONS IN CASE OF FORCE MAJEURE AND SPECIFIC EVENTS

8.1. The PPP Concessionaires will abide by provisions of the Concession Agreement in respect of the Scale of Rates in cases of any unforeseen events including Force Majeure events. In addition to the above, the PPP Concessionaires covered by these Tariff Guidelines 2021 are also mandated to comply with any orders, guidelines or notifications issued by the Concessioning Authority and the Central Government in respect of the Scale of Rates with respect to Force Majeure events and/or other specific events that concern or relate to matters of security of the nation or in public interest or such matters that the Concessioning Authority and/or the Central Government may think fit in accordance with the powers vested under the MPA Act 2021.

9. MANDATORY DISCLOSURES BY PPP CONCESSIONAIRES

9.1. All PPP Concessionaires shall furnish to respective Concessioning Authority quarterly and annual reports on cargo traffic handled and ship berth-day output. For the container terminals, the PPP Concessionaire shall furnish to Concessioning Authority quarterly/ annual reports on container traffic handled, average moves by crane per hour and average dwell time for containers.

9.2. The quarterly reports shall be submitted by the PPP Concessionaire within a month following the end of each quarter. The Annual Reports and Audited Accounts shall be submitted by the PPP Concessionaire within 120 days following the end of each of the financial year. Any other information which may be required by Concessioning Authority shall also be furnished to them from time to time.

9.3. The Major Ports Authorities/ Concessioning Authorities are, therefore, directed to adopt the aforesaid procedure prescribed in these Tariff Guidelines, 2021. The Major Port Authorities are also directed to incorporate the said Tariff Guidelines as attachment in the bidding document and Concession Agreement for PPP Projects.

This issues with the approval of the Competent Authority.

Yours faithfully,

G. nayak

(**Gopinath Nayak**)
Under Secretary to the Government of India
[E-mail: *nayak.gn@gov.in*]
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Copy to:

i. PS to Hon'ble Minister of Ports, Shipping & Waterways
ii. PS to Hon'ble Minister of State of Ports, Shipping & Waterways (Shri Shripad Naik)
iii. PS to Hon'ble Minister of State of Ports, Shipping & Waterways (Shri Shantanu Thakur)
iv. PPS to Secretary (PS&W)
v. PPS to AS, Ministry of Ports, Shipping and Waterways
vi. PPS to AS&FA, Ministry of Ports, Shipping and Waterways.
vii. PS to Joint Secretary (PPP)/ Joint Secretary (Ports)/Economic Advisor, Ministry of Ports, Shipping and Waterways.
viii. Director (PPP), Ministry of Ports, Shipping and Waterways.