KAMARAJAR PORT LIMITED

REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL

FOR

Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

20th AUGUST 2026

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(TENDER NO. KPL/PPD/CT-2/PPP/2026 Dated 20/08/2026)

GLOBAL INVITATION OF REQUEST FOR QUALIFICATION CUM REQUEST PROPOSAL (RFQ cum RFP) for Selection of private developer for the project of **"Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis" for a Concession Period of 40 years**

Kamarajar Port Limited (KPL) (the **"Authority")** invites application from interested parties (Applicants) in accordance with the Request for Qualification cum Request for Proposal document in order to select applicants through an open competitive bidding process (single stage) subject to national security clearance.

The cost of the bidding documents is **Rs.5,10,000/-** (Rupees. Five Lakhs and Ten Thousand only) including GST. The applicants are required to pay the above amount to the Authority on or before the Application due date by way of NEFT/RTGS only. The Bank account details of the Authority are as under:

Name of Beneficiary: Kamarajar Port Limited
Bank Name: Axis Bank
Bank Branch: George Town Branch, Chennai-600 001
Branch Account No: 909020041752519
NEFT Code: UTIB0000285
RTGS Code: UTIB0000424

The Applicants shall upload the copy of the transaction details with the details of UTR No along with the Technical bid documents for having remitted the tender fee, without which the Application shall be summarily rejected. KPL shall not be liable/responsible for any connectivity / internet problems either with the user side / NIC / Bank. It is in the own interest of the Applicants, Applicants may get it verified from Bank that the requisite money has been received by KPL for the NIT in which they are participating.

Pre-Bid Conference is scheduled on 18/09/2026 at 11.00am at Kamarajar Port Limited, No.17, Jawahar Building, Rajaji Road, Chennai, Tamil Nadu-600 001.

The RFQ Cum RFP document can also be downloaded from the https://etenders.gov.in/epublish/ app **of Central Public Procurement Portal, Government of India** portal such Applicants shall submit the cost of the document in the manner specified in the document on or before Pre-Bid Conference, for those who are attending Pre- Bid Conference, or on or before Application Due Date.

The downloading of RFQ cum RFP is permitted up to Bid Due Date. No editing /addition / deletion of the downloaded document shall be permitted. If such incident is observed at any stage, such Applications shall be liable for outright rejection. The completed application in the required format containing all information requested in RFQ cum RFP document should be submitted Online before application due date.

Note*:* In case RFQ cum RFP document is downloaded from https://etenders.gov.in/epublish/app **of Central Public Procurement Portal, Government of India** portal, the Applicant is responsible to download Addendums / Amendments / Reply to Queries etc. if any issued by the Port.

DISCLAIMER

1 The information contained in this Request for Qualification cum Request for Proposal document (the "RFQ cum 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 RFQ cum RFP and such other terms and conditions subject to which such information is provided.

2 This RFQ cum 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 RFQ cum RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their financial offers (Bids) pursuant to this RFQ cum RFP (the "**Application")**. This RFQ cum 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 RFQ cum 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 RFQ cum RFP. The assumptions, assessments, statements, data and information furnished in this RFQ cum RFP or to be furnished later under the bidding documents, by the Authority are, only indicative and for the sole purpose of making available to interested parties/bidders' information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements and information contained in the Bidding Documents, especially the Project Information Memorandum & Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information furnished in this RFQ cum RFP or referred to herein, by the Authority 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 RFQ cum RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by the Authority in this RFQ cum RFP or referred to herein, then the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

3 Information provided in this RFQ cum 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.

4 The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFQ cum RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ cum RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ cum RFP or arising there from in any way for participation in this Bid Stage.

5 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 RFQ cum 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 RFQ cum RFP.

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

7 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.

8 The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFQ cum RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

9 Laws of the Republic of India are applicable to this RFQ cum RFP.

10 The RFQ cum RFP is solely for the implementation of the Project to be undertaken in accordance with this RFQ cum RFP on the Project Site, the owner of which is and shall always be Authority and the land shall always be deemed to be in the actual exclusive possession of Authority. The Selected Bidder shall only make use of the land to implement the Project and the land on which the proposed Project is to be undertaken shall in no way be deemed

to be transferred by any mode to the Selected Bidder. Any attempt to transfer the land by any mode shall be treated as malfeasance and in that event the Concession Agreement shall be terminated forthwith without any notice and reason, and Authority shall resume the land together with all structures and forfeit the Bid Security/ Performance Guarantee without any prejudice to any action taken as per law.

GLOSSARY

ACI	As defined in Clause 2.2.2 (B) (c)
AIF	As defined in Clause 2.2.2.(B) (c)
Application	As defined in the Disclaimer
Associate	As defined in Clause 2.2.8
AUM	As defined in Clause 2.2.2 (D) (d)
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.24.1
Bid	As defined in Clause 1.2.1
Bidders	As defined in Clause 1.2.2
Bid Security	As defined in Clause 1.2.5
Bid Due Date	As defined in Clause 1.1.5
Bidding Documents	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Bid Validity Period	As defined in Clause 1.3
Concessionaire	As defined in Clause 1.1.2
Concession	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1 (e) & 2.2.1 (f)
Consortium	As defined in Clause 2.2.1 (a)
Damages	As defined in Clause 2.2.1 (e)
DBFOT	As defined in Clause 1.1.1
Eligible projects	As defined in Clause 3.4.1
Estimated Project Cost	As defined in Clause 1.1.3
Eligible Experience	As defined in Clause 3.4.1
Financial Capacity	As defined in Clause 2.2.2 (B)
Financial Bid	As defined in Clause 1.2.1
Feasibility Report	As defined in Clause 1.2.4
Foreign Documents	As defined in Clause 2.2.1 (h)
Foreign Investment Fund	As defined in Clause 2.2.2 (B) (c)
Government	Government of India
Highest Bidder	As defined in Clause 1.2.7
Insurance Surety Bonds	As defined in Clause 1.2.5
Joint Bidding Agreement	As defined in Clause 2.2.5 (g)
Lead Member	As defined in Clause 2.2.5 (c)
LOA or Letter of Award	As defined in Clause 3.8.4
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.2 (B) (b)
PPP or Public Private Partnership	As defined in Clause 1.1.1
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFQ cum RFP or Request for Qualification cum Request for Proposal	As defined in the Disclaimer
Royalty	As defined in Clause 1.2.7
SPV	As defined in Clause 2.2.5
Selected Bidder	As defined in Clause 3.8.1
Technical Bid	As defined in Clause 1.2.1
Technical Capacity	As defined in Clause 2.2.2
TEU	Twenty-foot equivalent unit
Tie Bidder	As defined in Clause 3.8.2

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

PROJECT INFORMATION MEMORANDUM

S. No	Project Parameters	Details
1.	Project Title	Development of Second Container Terminal at Kamarajar Port Limited under PPP Mode on DBFOT basis
2.	Location	Tiruvallur, Tamil Nadu
3.	Authority	Kamarajar Port Limited (KPL)
4.	Project Site Area	The total project area to be handed over to the Concessionaire is 111.19 acres (Phase-I-61.77 acres and Phase-II- 49.42 acres)
5.	Proposed Project Components	Development of Second Container Terminal at Kamarajar Port Limited under PPP Mode on DBFOT basis as per the definition of "Project" provided in Clause 1.1.1 hereinafter. The core infrastructure scope entails the phased development of a 900-meter continuous quay length (Phase I: 500m; Phase II: 400m) designed to accommodate Ultra Large Container Carriers (ULCCs) of up to 24,346 TEUs. This includes the construction of pile berths, container stack yards, internal road and administrative buildings, a customs gate complex and essential utility networks (electrical substations, firefighting, and drainage). The project land area will be provided on an as-is-where-is basis.
6.	Estimated Project Cost (in Crore)	Rs. 4288.26 Crores (Phase-I- Rs.2429.32 Cr and Phase-II-Rs.1858.94 Cr)
7.	Development Guidelines	Please refer to Appendix 4 and Appendix-5 of the Draft Concession Agreement
8.	Institutional Structure for Implementation	Special Purpose Vehicle (Concessionaire SPV) to be incorporated by the Selected Bidder.
9.	Project Implementation Structure	The Concessionaire shall be responsible for the Design, Engineering, Financing, Procurement, Construction, Operation, Management and Maintenance of the Second Container Terminal at Kamarajar Port on a DBFOT basis for a concession period of 40 years.
10.	Consortium Provisions	Please refer to Section 2 of this RFQ cum RFP
11.	Term of the Agreement	40 years from the Date of Award of Concession.
12.	Construction Period (*Mention details of Phases if applicable)	The total construction period is 48 months, with Phase-I taking 24 months and phase-II requiring 24 months thereafter.
13	Date of Award of Concession	Please refer to Article 1 of Draft Concession Agreement
14	Bid Security	Rs.42,88,26,000/- (Rupees. Forty Two Crores Eighty Eight Lakhs and Twenty Six Thousand Only) in the form of a Bank Guarantee or e-Bank Guarantee or Insurance Surety Bond or NEFT or RTGS transfer as mentioned in Clause 1.2.5.
15	Bidding Parameter	Royalty per TEU of Container Cargo to be handled at the Project Facilities

S. No	Project Parameters	Details
17	Pre-Bid meeting	Date: 18/09/2026 Time: 11.00am Venue: Kamarajar Port Limited, No.17, Jawahar Building, Rajaji Road, Chennai, Tamil Nadu-600 001
18	Equity Lock-in Period	1 (one)year from the Commercial Operation Date of Phase II
19	Bid Due Date	30/10/2026 before 15.00 Hrs

SECTION-1-INTRODUCTION

1.1. Background

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

Presently, the Cargo handling capacity of KPL is 58.44 Million Tonnes with 9 (nine) operational berths. Out of the nine operational berths, three berths are for handling bulk Coal, two berths are for handling Liquid Cargo (POL, LPG & LNG), two berths for Automobile export/import and associated capital goods; and one berth each to handle Container and Multi-purpose Cargo. During FY 2025-26, the total traffic handled by the Port was 49.08 Million Tonnes.

KPL has excellent external road connectivity through major arterial routes such as National Highways NH16, NH32 and NH48. The port is also connected via Port Access Road, NCTPS Approach Road, Tiruvottiyur–Ponneri–Panchetti (TPP) Road, Inner Ring Road (IRR), Chennai Bypass Road and Outer Ring Road (ORR).

Kamarajar Port stands out for its strategic rail connectivity, which plays a pivotal role in enhancing the port's operational efficiency. The port is seamlessly integrated with the National Railway network at Attipattu and Attipattu Pudunagar stations, located on the Chennai–Gudur section of Southern Railway along the Chennai–Delhi/Kolkata route. This integration ensures smooth and uninterrupted movement of cargo to and from the port. Strong rail connectivity further strengthens the port's role as a key hub for EXIM trade and logistics operations.

In order to meet the EXIM and Transhipment demands of container cargo, Kamarajar Port Limited (the **"Authority"**) intends to invite bids for the Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis, (the "**PPP**"), and award the project to the Selected bidder through an open competitive bidding process in accordance with the procedure set out herein.
Brief particulars of the Project are as follows:

S. No	Name of Project	Project Capacity (In Million TEU's)	Estimated Project Cost (Rupees in Crore)
1.	Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis	2.00 MTEU's (Phase I: 1.1 MTEU's and Phase II: 0.9 MTEU's)	Rs.4288.26 Cr. (Phase I: Rs. 2429.32 Cr and Phase II: Rs. 1858.94 Cr).

As part of the scope of work under this project, the Concessionaire shall be responsible for the Design, Engineering, Financing, Procurement, Construction, Operation, Management and Maintenance of the Second Container Terminal at Kamarajar Port on a DBFOT (Design, Build, Finance, Operate, and Transfer) basis for a concession period of 40 years.

The core infrastructure scope entails the phased development of a 900-meter continuous quay length (Phase I: 500m; Phase II: 400m) designed to accommodate Ultra Large Container Carriers (ULCCs) of up to 24,346 TEUs. This includes the construction of pile berths, container stack yards, internal road and administrative buildings, a customs gate complex and essential utility networks (electrical substations, firefighting, and drainage). The project land area will be provided on an as-is-where-is basis.

The scope also includes capital investment, deployment, and operation of container handling equipment to achieve an optimal combined throughput of 2 Million TEUs per annum. This involves procuring high-capacity Ship-to-Shore (STS) gantry cranes, electrified Rubber Tyred Gantry Cranes (e-RTGs), Rail Mounted Gantry Cranes (RMGs), reach stackers, and tractor-trailers. Throughout the operational phases, the Concessionaire will manage all terminal operations for gateway and transshipment cargo, maintain all civil and mechanical assets to prescribed performance and environmental standards and ultimately transfer the facility back to Kamarajar Port Limited at the end of the Concession Period.

1.1.2 The Selected Bidder, is either a Company incorporated under the Companies Act 1956/2013 or undertakes to incorporate a special purpose vehicle (SPV) prior to execution of the concession agreement (the "**Concessionaire"**). The concession agreement (the "**Concession Agreement**") shall be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto. 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**").

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

1.1.4 The statements and explanations contained in this RFQ cum RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFQ cum 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 RFQ cum RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFQ cum 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.

1.1.5 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum 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 in accordance with such terms on or before the date specified in Clause 1.3 of Section 1 of this RFQ cum RFP for submission of Bids (the "**Bid Due Date**").

1.2. Brief description of Bidding Process

1.2.1 The Authority has adopted a **single-stage** two-part electronic bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project using e-procurement process. Under this process, the Bid shall be invited under two parts. Eligibility and qualification of the bidder ('the "**Bidder(s)"**, which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted under First part (the "**Technical Bid**") in accordance with the provisions of this RFQ cum RFP. The second part of the process involves opening the Financial proposals (the "**Financial Bid**") of only those qualified Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFQ cum RFP. The Technical Bid and Financial Bid shall collectively be referred to as bid (the "**Bid**").

1.2.2 Bids are invited from interested entities or a group of such entities ("Consortium"), which expression shall, unless repugnant to the context, include the members of the consortium, (the "**Bidders**") for the project in accordance with the provisions of this RFQ cum RFP. Prior to the Bid, the Bidder shall pay to the Authority a sum of Rs.5,10,000/- (Rupees. Five Lakhs and Ten Thousand Only) including GST, as the cost of the tender transmitted online to Authority as per the details mentioned below and submit a proof of payment along with the Technical Bid.

Name of Beneficiary: Kamarajar Port Limited
Bank Name: Axis Bank
Bank Branch: George Town Branch, Chennai-600 001
Branch Account No: 909020041752519
NEFT Code: UTIB0000285
RTGS Code: UTIB0000424

GOI has issued guidelines (Refer Annexure VI of Appendix-IA of RFQ cum 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 as applicable. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid and should give an undertaking to this effect in the form at Appendix-IA.

1.2.3 The Bid shall be valid for a period of 180 days from the date specified in Clause 1.3 of this RFQ cum RFP for submission of Bids (the "**Bid Due Date**").

1.2.4 The complete Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Feasibility Report prepared by the consultants of the Authority (the **"Feasibility Report"**) is also enclosed. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFQ cum RFP Document, will be deemed to form part of the Bidding Documents.

1.2.5 A Bidder is required to deposit, along with its Bid, a bid security of Rs.42,88,26,000/- (Rupees. Forty Two Crores Eighty Eight Lakhs and Twenty Six Thousand only) [(the "**Bid Security**"), refundable not later than 240 (two hundred and forty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Security under the Concession Agreement. The Bidders will have the option to provide Bid Security in the form of a Bank Guarantee or e-Bank Guarantee acceptable (issued by Nationalised Bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One Thousand Crore), in favor of the Authority), or Insurance Surety Bond (issued by insurance company authorised by the Insurance Regulatory and Development Authority of India (in the format given in Appendix II), or NEFT or RTGS transfer (in the format provided in Appendix II)). In such event, the validity period of the bid security shall not be less than 240 (two hundred and forty) 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(s) from time to time. The e-Bank Guarantee shall be transmitted through SFMS Gateway to [Authority] Bank.

In case the e-Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized 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. A scanned copy of the Bank Guarantee or e-Bank Guarantee or Insurance Surety Bond or receipt of NEFT/RGTS transfer shall be uploaded on e-procurement portal at the time of bid submission. The Bids shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.6 Bidder(s) are invited to examine the Project in greater detail, and to carry out, at their cost, such studies and investigations as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.7 Bids are invited for the Project on the basis **of Highest Royalty per TEU of Container Cargo** handled at the Project Facilities and Services (the **"Royalty"**) by a bidder for the Award of Concession. The rate of the Royalty will be indexed to as per the variations in the Wholesale Price Index (WPI) for all commodities announced by the Government of India annually as specified in the draft Concession Agreement.

In this RFQ cum RFP, the term "**Highest Bidder**" shall mean the Bidder who is offering the Highest Royalty per TEU of Container Cargo handled at the Project Facilities and Services (the **"Royalty"**). The Concession period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the "Royalty" shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.6, the Project will be awarded to the Highest Bidder.

Generally, the Highest Bidder shall be the Selected Bidder. In case such Highest Bidder withdraws or is not selected for any reason, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8 Any queries or request for additional information concerning this RFQ cum RFP shall be submitted by e-mail to the officer designated in Clause 2.12.iv of Section 2 of this RFQ cum RFP with identification/ title:

"Queries/Request for Additional Information:

RFQ cum RFP for **"Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis"**

1.3. Schedule of Bidding Process:

The Authority shall endeavor to adhere to the following schedule:

S. No.	Event Description	Date
1.	Invitation of RFQ cum RFP	20.08.2026
2.	Last date for receiving Pre-Bid queries	11.09.2026
3.	Pre- Bid meeting	18.09.2026
4.	Authority response to Pre-Bid queries latest by (Publishing of Corrigendum date)	09.10.2026
5.	Last date of Submission of Online Bid (Bid Due Date)	30.10.2026
6.	Physical Submission of originals Bid Security, Power of Attorney for signing the Bid, Power of Attorney for lead member of Consortium, if any, Joint Bidding Agreement for Consortium, if any, Integrity Pact, and Experience certificates apostille at foreign origin, if any.	04.11.2026
7.	Opening of Technical Bids on E-procurement portal	11.11.2026
8.	Declaration of Technically Qualified Bidders	Shall be notified in CPP portal and KPL Website
9.	Opening of Financial Bids on E-procurement portal	Shall be notified in CPP portal and KPL Website
10.	Issuance of Letter of Award (LOA) to the Successful Bidder	Within 30 days of opening of the Financial Bids
11.	Validity of Bids ("**Bid Validity Period**")	180 days from Bid Due Date
12.	Signing of Concession Agreement	Within 45 Days of issuance of LOA

Clarification:

(1) The above schedule is tentative. The Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the website of the Authority from time to time.

(2) Any change in the RFQ cum RFP including this Clause 1.3 to be regarded as an amendment and should be stated to be made/communicated in accordance with the process laid down under clause 2.9 of this RFQ cum RFP.

(3) Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

SECTION-2- INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

2.1.1 No Bidder shall submit more than 1 (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 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.

2.1.3 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Concession Agreement shall have an 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.

2.1.4 The Bid should be furnished in the format prescribed in the RFQ cum RFP. The Technical Bid shall be as per Appendix IA and the Financial Bid shall be as per Appendix IB of this RFQ cum RFP. Financial Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, submitted online in the E-Procurement portal only. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.5 The Bid shall consist of rate of Royalty in INR per TEU of Container Cargo handled at the Project Facilities and services to be quoted by the Bidder. The Royalty shall be payable by the Concessionaire to the Authority as per the terms and conditions of this RFQ cum RFP and the provisions of the Concession Agreement.

2.1.6 The Bidder shall deposit a Bid Security of Rs.42,88,26,000/- (Rupees. Forty Two Crores Eighty Eight Lakhs and Twenty Six Thousand only) in accordance with the provisions of this RFQ cum RFP. The Bidder has the option to provide the Bid Security either in the form of a Bank Guarantee or e-Bank Guarantee or insurance surety bond acceptable to the Authority as per the format at Appendix-II, or RTGS/NEFT. The Bidders shall also make an online payment towards the cost of bid documents as mentioned in clause 1.2.2 to be transmitted online to the Authority and furnish a proof of payment along with the Technical Bid.

2.1.7 The validity period of the Bid security shall not be less than 240 (two hundred and forty) 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. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 240 (two hundred and forty) days from the Bid Due Date except in the case of the

Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.

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

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

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

2.1.12 The Bidding Documents ("Bidding Documents") including this RFQ cum 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 2.1.12 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.

2.1.13 This RFQ cum RFP is not transferable.

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

2.1.15 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.

2.1.16 [Integrity Pact (IP) shall cover this RFQ cum RFP throughout its various phases, and IP would be deemed as a part of the contract. The Bidder should sign and submit an '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 RFQ cum RFP].

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder, the following shall apply:

(a) A Bidder may be a single entity (which may be a natural person, private entity etc.) or a group or any combination of such entities coming together to implement the Project with a formal intent to enter into an agreement or under an existing agreement to form a Consortium (the "**Consortium**"). However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.2 below.

(b) An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalized /apostilled by appropriate authority notarized in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled.

(c) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent Authority, specified in Annexure 1 of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division vide F. No. 6/18/2019- PPD, dated 23rd July 2020, which shall form an integral part of RFQ cum RFP and DCA. For this purpose, the following apply:

I) “Bidder from a country which shares a land border with India” means:

i. An entity incorporated, established or registered in such a country, or
ii. A subsidiary of an entity incorporated, established or registered in such a country;
iii. An entity substantially controlled through entities incorporated, established or registered in such a country;
iv. An entity whose beneficial owner is situated in such a country;
v. An Indian (or other) agent of such an entity; or
vi. A natural person who is a citizen of such a country; or
vii. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

II) Beneficial owner for the purpose of (Part I-iv) above means:

In the case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial persons, has a controlling ownership interest or who exercises control through other means.

Explanation:

i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements.
iii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
iv. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual.

Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; In the case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

The Selected Bidder/ Concessionaire shall not be allowed to sub-contract works to any contractor from a country that shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Clause above.

Certificate regarding Compliance:

A certificate shall be required to be submitted by the bidders in the format prescribed at Appendix-VII.

It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

Validity of Registration:

(d) In respect of RFQ cum RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

(e) 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 5% of the value of the Bid Security or equivalent amount from the 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 percent) 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 percent) of the aggregate issued, 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 section 2(72) of the Companies Act, 2013.

For the purposes of this Clause 2.2.1(e), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(A) 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

(B) subject always to sub-clause (A) 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 (B) 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, 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.

(vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 6 months from the date of award of the Project to that Bidder.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1 above, shall include each Member of such Consortium. For the purposes of this RFQ cum RFP, the term Associate in relation to the Bidder/Consortium shall have the meaning as ascribed under Clause 2.2.8 of this RFQ cum RFP.

(f) 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 preparation or submission of Bids for the project; 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 cum RFP for the 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.

Provided, in case the Authority seeks information/ clarification from Bidders related to occurrence/ non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders, encash its Bid Security as per provision of Clause 2.24.6 of Section 2 of this RFQ cum RFP (a) and further debar it from participation in any future procurement process of Authority for a minimum period of One (1) year from the Bid Due Date of this work.

(g) Other eligibility conditions shall include Prevention of private Sector monopoly in Major Ports and shall be judged as per “Policy for preventing private sector monopoly in Major Ports” issued by Ministry of Shipping, Government of India vide Memo No. PD-24018/8/2009-PD.III dated 2nd August, 2010. A copy of this Memo No PD-24018/8/2009-PD.III dated 2nd August, 2010 is at Appendix VIII.

(h) If the Bidder has submitted any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively “**Foreign Documents**”) then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified Translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Bidder.

However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational The Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October 1961 - "**Hague Legalization Convention, 1961**", the Bidders may affix an “Apostille” sticker on each and every page of their Foreign Document(s)including all commercial document(s) duly notarized. Thereafter, the Bidder shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi

2.2.2 To be eligible for Qualification under this RFQ cum RFP, a Bidder shall fulfill the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the **“Technical Capacity”**), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

(i) Paid for, or received payments for, construction of Eligible Project(s) in Category 3 and / or Category 4 specified in Clause 3.4.1 of this RFQ cum RFP and/or

(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.4.1 of this RFQ cum RFP (excluding the cost of land); and / or

(iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and /or Category 2 specified in Clause 3.4.1 of this RFQ cum RFP,

such that the sum total of the above, is more than **Rs.8,576.52 Crore (Rupees Eight Thousand Five Hundred and Seventy Six Crore and Fifty Two Lakhs only)** (the **"Threshold Technical Capacity"**).

Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 3.4.1 of this RFQ cum RFP.

(B) **Financial Capacity:**

The Bidder shall have a minimum Net Worth of **Rs.1072.07 Crore (Rupees One Thousand Seventy Two Crore and Seven Lakhs only) and /or Asset Under Management (AUM) / Available Capital for Investment (ACI) of Rs.1072.07 Crore (Rupees One Thousand Seventy Two Crore and Seven Lakhs only) at the close of the immediately preceding financial year.**

In case of a Consortium, the combined technical capacity and financial capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the Concessionaire SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 1 (one) year from the date of commercial operation of the Project (COD of Phase II), hold equity share capital not less than (i) 26% (twenty six per cent) of the subscribed and paid up equity of the Concessionaire SPV.

For the purpose of fulfilling the conditions of Eligibility under clause 2.2.2 of this RFQ cum RFP:

(a) **Technical Capacity:**

Category 1: Project experience on Eligible projects in Port Sector that qualify under Clause 3.4.3 of this RFQ cum RFP

Category 2: Project experience on Eligible projects in Core Sector that qualify under Clause 3.4.3 of this RFQ cum RFP

Category 3: Construction and /or operation experience on Eligible projects in Port Sector that qualify under Clause 3.4.4 of this RFQ cum RFP

Category 4: Construction experience on Eligible projects in Core Sector that qualify under Clause 3.4.4 of this RFQ cum RFP

(i) Port sector would be deemed to include Marine structures, On-shore and Off-shore Terminals, Berths, Jetties, Quays, Cargo Handling System, Bulk/Liquid Material Handling System, port-based terminal facilities, CFS/ICDs, Storage Tanks/Tank Farms, Conveyors, Pipelines within ports, Warehousing etc. all associated with a seaport /river port; and

(ii) Eligible projects in Core sector would be deemed to include construction cost of power, telecom, airports, railways, metro rail, industrial parks or estates, logistics park, pipelines, irrigation, water supply, sewerage and real estate development.

[Please note. Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant]

b) **Net Worth** (the "Net Worth") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

c) **ACI, or Available Capital for Investment**, is the minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) of an AIF (Alternate Investment Fund) or of a Foreign Investment Fund, subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund or the maximum permissible investment limit for an AIF as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012) as may be amended from time to time, as applicable.

Foreign Investment Fund means any appropriately regulated investment fund which is set up in any country outside India, but excludes entities that fall within the Negative List. In this context, the expression “appropriately regulated” means regulation or supervision by the securities market regulator or the banking regulator or other relevant statutory authority of the concerned foreign jurisdiction.

d) **AUM, or Assets Under Management**, shall qualify on the basis of market value of assets managed by self or on behalf of investors. The committed capital available for immediate deployment shall also be considered for AUM subject to the statutory auditor of the bidder certifying to this effect.

2.2.3 O&M Experience:

The Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operations of Phase-II of the project**,** and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.4.1, which have an aggregate capital cost equal to the Estimated Project Cost. In the event that the Applicant does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 5 (five) years from COD of Phase-II of the project, with an entity having the aforesaid experience relating to the performance of O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination. The Bidder shall engage an experienced O&M contractor or hire qualified and trained personnel for operation and maintenance of the Project in conformity with the provisions of the Concession Agreement. The Applicant shall have to submit the undertaking in this regard as per the format as at Appendix-X, as applicable.

2.2.4. The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

(a) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in Clause 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(b) certificate(s) from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2 (B).

(c) In the case of an AIF or Foreign Investment Fund, using ACI/AUM, ACI/AUM would be considered as per the certificate issued by a statutory auditor (or such other certificate as filed with the regulator in the relevant jurisdiction) not older than 3 (three) months prior to the Bid Due Date, for calculating such Net Worth conforms to the provisions of Clause 2.2.2 (B).

(d) The Bidder should submit a Power of Attorney as per the format at Appendix-III, in authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the format at Appendix-IV. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised /apostilled by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled.

2.2.5 The Selected Bidder shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall in addition to forming an SPV, comply with the following additional requirements:

a. Number of members in a Consortium shall not exceed 4 (four). However, none of the members in a Consortium should be under any sort of ineligibility under the Bidding Documents and the information sought in the Bid should be in the order of their equity contribution.
b. subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium.
c. members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 50% (Fifty per cent) of the paid up and subscribed equity of the Concessionaire SPV and shall further commit that Lead Member shall, for a period of 1 (one) year from the date of commercial operation of the Project (COD of Phase-II), hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity capital of the SPV. The nomination shall be supported by a Power of Attorney, as per the format at Appendix-III and Appendix-IV, signed by all the other Members of the Consortium.
d. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
e. an individual Bidder cannot at the same time be a member of a Consortium applying for this RFQ cum RFP. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium applying for this RFQ cum RFP.
f. the members of a Consortium shall form an appropriate Concessionaire SPV to execute the Project if awarded to the Consortium.
g. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "Joint Bidding Agreement"), for the purpose of submitting a Bid. The Joint Bidding Agreement,

to be submitted along with the Bid, shall, inter alia:

i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ cum RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project, is awarded to the Consortium;

ii. clearly outline the proposed roles and responsibilities, if any, of each member.

iii. commit the minimum equity stake to be held by each member.

iv. commit that each of the members, whose experience will be evaluated for the purposes of this RFQ cum RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 1 (one) year from the date of commercial operation of the Project (COD of Phase-II), hold equity share capital not less than) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV. [O&M Member of the Consortium shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operations of Phase-II of the Project.]

v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the Concessionaire SPV at all times until up to 1st (First) anniversary of the commercial operation date of phase II of the Project; and

vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and

h. Except as provided under this RFQ cum RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.6. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise), and the bar subsists as on the Bid due date, would not be eligible to submit a Bid, either individually or as a member of a consortium.

2.2.7. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.8. In computing the Technical Capacity and Net Worth/ACI/AUM of the Bidder/Consortium Members under Clauses 2.2.2 and 3.4, the Technical Capacity and Net Worth/ACI/AUM of their respective Associates would also be eligible hereunder:

(a) For purposes of this RFQ cum 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.

(b) The following conditions shall be adhered to while submitting Bid:

(i) information supplied by Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
(ii) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.3 below; and
(iii) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

(c) While the Bidding Process is open to Bidders from any country, the following provisions shall apply:

(i) Where, on the date of the Bid, not less than 15% (Fifteen percent) of the aggregate issued, subscribed and paid-up equity share capital in Bidder, or its member is held by persons resident outside India or where Bidder or its Member is controlled by persons resident outside India; or
(ii) If at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (Fifteen percent) of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member:
(iii) then the Qualification of such Bidder or in the event described in sub clause (ii) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 (as amended from time to time), or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority, not beyond 15 days, of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3 Change in Ownership

By submitting the Bid, the Bidder acknowledges that it would be eligible on the basis of its Technical Capacity and/or Financial Capacity or those of its Consortium Members (in case of Bidder being a Consortium) who shall, at all times commencing from the date of incorporation of the SPV i.e. Concessionaire until 1 (one) year from the COD of the Project (COD of Phase II), hold equity share capital representing not less than: 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire.

The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 100% (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until and including the date of execution of the Concession Agreement, and thereafter, subject to the terms of this RFQ cum RFP and the draft Concession Agreement, the aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 51% (fifty one percent) until 1 (one) year from the COD of the Project (COD of Phase II), (the Lock- in-Period);

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.

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 purposes of qualification under and in accordance with the RFQ cum RFP, 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, location, surroundings, climate, availability of power, water & 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 ha**s:

(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 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 RFQ cum RFP, 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 cum RFP 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 of the Consortium 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 annul the Bidding Process and invite fresh Bids.

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 eligibility and /or qualification requirements 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 the Concessionaire SPV has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum 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 the 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 maybe available to the Authority under this RFQ cum RFP, the Bidding Documents, the draft Concession Agreement or otherwise.

B. DOCUMENTS

2.7 Contents of the RFQ cum RFP

i. This RFQ cum 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 of Section 2 of this RFQ cum RFP.

Invitation for Bids

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

Appendices
IA Letter comprising the Technical Bid including Annexure I to VI
IB Letter comprising the Financial 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. Joint Bidding Agreement for Consortium
VI. Integrity Pact
VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
VIII. Policy for preventing Private Sector Monopoly in Major Ports
IX. Information for Security Clearance
X. Undertaking for entering into Operation and Maintenance (O&M) agreement

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

2.8 Clarifications

i. Bidders requiring any clarification on the RFQ cum RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.8 of Section 1 of this RFQ cum RFP. They should send in their queries before the date mentioned in the Schedule of Bidding Process as specified in Clause 1.3 of Section 1 of this RFQ cum RFP. 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 on the e-portal without identifying the source of queries. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

ii. 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.

iii. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. 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 or advisors shall not in any way or manner be binding on the Authority.

2.9 Amendments in the RFQ cum RFP

i. 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 RFQ cum RFP by the issuance of Addenda/Corrigendum.

ii. Any Addendum/Corrigendum issued hereunder Clause 2.9 of this RFQ cum RFP will be in writing and shall be send to all the Bidders.

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

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Language

The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bids may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

2.11 Format and Signing of Bid

i. The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, copy of payment proof of cost of tender fee, Power of Attorney and Joint Bidding Agreement etc. as specified in Clause 2.12.6 of the RFQ cum RFP are received in hard copies.

ii. The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The documents comprising the bid shall be serially page numbered.

iii. The information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member named in the Bid and not, unless specifically requested, to other associated companies or firms;

2.12 Submission and Uploading of Bids

2.12.1 The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal http://etenders.gov.in (or as prescribed by the Authority). Any bid submitted in only physical form shall be summarily rejected by the Authority. For the purpose of submission of the Bid online, a Bidder shall first register itself on the procurement portal.

2.12.2 Each Bid shall have to be prepared and submitted in accordance with provisions of this RFQ cum RFP comprising two (2) submissions
Submission 1: Technical Bid
Submission 2: Financial Bid

2.12.3 The following documents for each submission as per Clause 2.12.2, should be uploaded by the Bidders in the form of PDF files in the same order as mentioned below, on the e-tendering website during the online bid preparation stage along with physical submission of certain documents as specified below:

2.12.4 **<u>Submission 1: Technical Bid</u>**

(a) Bid in the prescribed format (Appendix-I Letter comprising the Technical Bid) along with Annexes and supporting certificates/documents.
(b) Technical Capacity in the format as per Appendix-IA Annexure II
(c) Financial Capacity in the format as per Appendix-IA Annexure III
(d) Bid Security of Rs. 42,88,26,000/- (Rupees Forty Two Crore Eighty Eight Lakh and Twenty Six Thousand only) as Bank Guarantee or e-Bank Guarantee or Insurance Surety Bond or NEFT or RTGS transfer.
(e) Power of Attorney for signing the Bid as per the format at Appendix-III;
(f) If applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV.
(g) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-V;
(h) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.
(i) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 5 years from the Bid Due Date.
(j) An undertaking from the person having Power of Attorney referred to in Sub. Clause-(e) above that they agree and abide by the Bidding Documents uploaded by Authority and amendments uploaded, if any.
(k) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").

(l) Proof of online payment of Rs. 5,10,000/- (Rupees Five Lakh and Ten Thousand only) towards RFQ cum RFP Process Cost transmitted online to Authority.

(m) Duly signed Integrity pact to be executed between the Bidder and the Authority as per the proforma at Appendix-VI.

(n) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the RFQ cum RFP Bid duly signed by Authorized signatory and shall be part of the Concession Agreement.

(o) Duly filled Information for Security Clearance as per the proforma at Appendix IX.

(p) Undertaking for entering into Operation and Maintenance (O&M) Agreement as per the proforma at Appendix X.

2.12.5 <u>Submission 2: Financial Bid</u>

The Financial Bid shall be submitted in the format specified on the e-procurement portal along with a Letter comprising in the Financial Bid in Appendix-IB. The Bidder shall submit his offer in BOQ online in the format provided in the price bid. Financial Bid should not be submitted in hard copy or in any other format other than the format specified for online submission in any case.

2.12.6 The Bidder shall submit the following documents physically to the Authority along with the scanned copies submitted online on or before the Bid Due Date as specified in Clause 1.3 (Schedule of Bidding process)

(a) Original Power of Attorney for signing the Bid as per format at Appendix-III.

(b) if applicable, original Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV.

(c) if applicable, original Joint Bidding Agreement for Consortium as per the format at Appendix-V.

(d) Original Bid Security of Rs. 42,88,26,000/- (Rupees Forty Two Crore Eighty Eight Lakh and Twenty Six Thousand only) in the form of a Bank Guarantee or e-Bank Guarantee or Insurance Surety Bond or NEFT or RTGS transfer.

(e) Integrity pact shall be submitted by the Bidder as per the proforma at Appendix-VI.

(f) An undertaking from the person having Power of Attorney referred to in Sub Clause-(a) above that they agree and abide by the Bidding Documents uploaded by Authority and amendments uploaded, if any and

(g) Original Statement of Legal Capacity as per format at Annexure V of Appendix IA.

(h) Original of Experience certificates apostille at foreign origin, if any.

(i) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder, along with the RFQ cum RFP Bid, duly signed by Authorized signatory and the same shall form part of the Concession Agreement.

(j) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").

(k) Memorandum and Articles of Association of the Bidder.

i. The documents listed at Clause 2.12.6 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "RFQ cum RFP for **Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis"** and 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.

ii. The envelope shall be addressed to the following officer and shall be submitted at the respective address:

ATTN.OF:	The General Manager (CS&BD)
Address:	Kamarajar Port Limited, Jawahar Building, Rajaji Salai, Chennai – 600001.

iii. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bidder (including all of its Consortium Members) failing to submit the original documents required as per Clause 2.12.6 above shall be liable to the rejection of their Bids and forfeiture of Bid Security.

iv. Bids submitted by fax, telex, or e-mail shall not be entertained and shall be rejected.

2.13 Bid Due Date

2.13.1 No later than the time and date specified as the Bid due date, the Bidder shall submit its Bid on the e-procurement website. For this purpose, registration of the Bidder on the e-procurement website is mandatory. Further, details with regard to the submission of bids on the e-procurement website is provided in Clause 2.15.

2.13.2 Technical & Financial Bid comprising of the documents listed at Clause 2.12.4 and 2.12.5 of the RFQ cum RFP shall be submitted online through e-procurement portal http://etenders.gov.in on or before [time.. hrs] IST on [date..].

2.13.3 Documents listed at Clause 2.12.6 of the RFQ cum RFP shall be physically submitted by the Bidders to the Authority as per the date and time specified in Clause 1.3 (Schedule of Bidding process). A receipt thereof should be obtained from the person specified at Clause 2.12.6 (ii).

2.13.4 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 of this RFQ cum RFP uniformly for all Bidders.

2.13.5 The Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bidder (including all of its Consortium members) failing to submit the original documents required as per Clause 2.12.6 above shall be liable to the rejection of their Bids and forfeiture of Bid Security.

2.13.6 Bids shall be submitted online only on the e-procurement portal specified in the RFQ cum RFP document.

2.14 Late Bids

E-procurement portal http://etenders.gov.in shall not allow submission of any Bid after the prescribed date and time at Clause 2.13 of this RFQ cum RFP. Further, the physical bid documents as listed in Clause 2.12.6 received after the Bid due date shall be rejected.

2.15 Procedure for e-tendering

2.15.1 It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or Organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e- tendering of the

Authority.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFQ cum RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

The authorized signatory holding Power of Attorney or the person executing such Power of Attorney shall only be the Digital Signatory. In other cases, the Bid shall be considered **non-responsive**.

2.15.2 To participate in the bid, it is mandatory for the Bidders to get their firms registered with e-procurement portal http://etenders.gov.in (or as prescribed by the Authority) for getting user ID & password, which has to be obtained prior to bid submission.

Following may kindly be noted:

a) Registration with e-procurement portal of the Authority should be valid at least up to the date of submission of Bid.
b) Bids can be submitted only during the validity of registration.

2.15.3 If the firm/Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the firm /Consortium is not required a fresh registration.

2.15.4 The complete Bidding Documents can be viewed / downloaded by the Bidder from e-procurement portal http://etenders.gov.in during the time period as specified in Clause 1.3 (Schedule of Bidding process).

2.16 Preparation & Submission of Bids:

2.16.1 The Bidder may submit his Bid online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e- procurement is also available on e-procurement portal of the Authority.

2.16.2 The documents listed at Clause 2.12.1/2.12.4 above shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the on-line submission of Bid.

2.16.3 Bid must be submitted online only through e-procurement portal of the Authority http://etenders.gov.in using the digital signature of authorized representative of the Bidder on or before the Bid Due date.

2.17 Contents of the Bid

2.17.1 The Bids shall be furnished in the format at Appendix-I (along with requisite annexures) and the Financial Bid shall be quoted by the Bidder on the e-procurement website. The Bidder shall specify (In Indian Rupees) the Financial Bid to undertake the Project in accordance with this RFQ cum RFP and the provisions of the proposed Concession Agreement.

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

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

2.18 Modifications/Substitution/Withdrawal of Bids

2.18.1 The Bidder may modify, substitute or withdraw its e-Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date and Time.

2.18.2 For modification of e-Bid, Bidder has to detach its old Bid from e- procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has

to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

2.18.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.19 Online Opening of Bids.

2.19.1 Opening of Bids will be done through online process.

2.19.2 The Authority shall on-line open Technical Bids on [date….] at [time…] hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFQ cum RFP.

2.20 Rejection of Bids

i. Notwithstanding anything contained in this RFQ cum RFP, the Authority reserves the right to reject any Bid and/or 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 thereof. 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.

ii. 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.

2.21 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.

2.22 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.

2.23 Correspondence with the Bidder

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

D. BIDSECURITY

2.24 Bid Security

2.24.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee/e-Bank Guarantee/Insurance surety bond issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crores (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the “Bank Guarantee”) and having a validity period of not less than 240 (two hundred and forty) 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 nationalized 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.

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

2.24.3 Save and except as provided in Clause 1.2.5 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 240 (two hundred and forty) days from the Bid Due Date.

2.24.4 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 be provided by him in accordance with the provisions of the Concession Agreement.

2.24.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.24.6 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum 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 RFQ cum RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.24.6 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.

Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.24.6 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFQ cum RFP.

(c) If a Bidder withdraws its Bid after the Bid Due Date during the period of Bid validity as specified in this RFQ cum 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 in the Concession Agreement; or
iv. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

(e) Any other conditions, with respect to the Bidder as well as the Selected bidder, for which forfeiture of Bid Security has been provided under this RFQ cum RFP.

(f) If a Bidder, its Member or its Associate is found to have Conflict of Interest as defined in Clause 2.2.1 (e) & 2.2.1 (f) of this RFQ cum RFP document.

2.25 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 VIII) 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 issued by the Ministry of Shipping to avoid private sector monopoly in the Major Ports shall apply mutatis mutandis to this Bidding Process and the Authority shall be entitled to disqualify any Bidder in accordance with the aforementioned policy.

2.26 National Security

The qualification of bidders shall be subject to clearance from National Security perspective subject to Security Clearance from Govt. of India. Applicants has to submit information on Security Clearance in the format provided in Appendix-IX, otherwise their application shall be summarily rejected.

SECTION-3

EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the Technical Bids received online on the date and time as specified in Clause 1.3 (Schedule of Bidding Process) and in the presence of the Bidders who choose to attend either physically or a link for an online meeting could be shared by the Authority.

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 within a prescribed time period. Such clarification shall be provided within the time specified by the Authority for the purpose. Any request for clarifications and all clarification(s) thereto shall be in writing.

3.1.4 Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given;

3.1.5 Any information contained in the Bid submitted shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information;

3.1.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from consideration of eligibility and qualification of the Bidder.

3.1.7 If the Bidder does not provide clarifications sought under clause 3.1.3 within the prescribed time limit, the Authority may, in its sole discretion, either reject the bid or evaluate the bid by construing the particulars requiring clarification to the best of its understanding and barring the Bidder from subsequently questioning such interpretation of the Authority.

3.2 Tests of responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFQ cum RFP. A Technical Bid shall be considered responsive only if:

a) It is received online as per the format at Appendix-IA including Annexure I to VI.
b) It is received by the Bid due date including any extension thereof pursuant to Clause 2.13.4
c) It is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7 above.
d) It is accompanied by the proof of online payment of Rs. 5,10,000/- (Rupees Five Lakh and TenThousand only) towards cost of tender fee submitted online to Authority.
e) It is accompanied by the Power of Attorney as specified in Clauses 2.1.8 above.
f) It is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.12.4 (f) and (g) respectively, if so required;

g) It contains all the information (complete in all respects);
h) It does not contain any condition or qualification or reservation;
i) It contains information in formats same as those specified in this RFQ cum RFP;
j) It contains certificates from its statutory auditors in the formats specified in this RFQ cum RFP;
k) Original physical documents listed at Clause 2.12.6 have been submitted by the Bidder to the Authority on or before the date and time as specified in Clause 1.3 (Schedule of Bidding Process);
l) Integrity pact as per format given in Appendix VI has been submitted by the Bidder with the Bid duly signed by authorised signatory;
m) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Technical 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 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortium who do not meet these criteria shall be rejected.

3.3.2 A Bidder's competence and capability is proposed to be established by the following parameters:

a) Technical Capacity; and b) Financial Capacity

3.4 Technical Capacity for purposes of evaluation

3.4.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the **"Eligible Experience"**) in relation to eligible projects as stipulated in Clauses 3.4.3 and 3.4.4 of this RFQ cum RFP (the **"Eligible Projects"**):

Category 1: Project experience on Eligible Projects in Port sector that qualify under Clause 3.4.3 of this RFQ cum RFP
Category 2: Project experience on Eligible Projects in Core sector that qualify under Clause 3.4.3 of this RFQ cum RFP
Category 3: Construction and /or operation experience on Eligible Projects in Port sector that qualify under Clause 3.4.4 of this RFQ cum RFP
Category 4: Construction experience on Eligible Projects in Core sector that qualify under Clause 3.4.4 of this RFQ cum RFP

For the purpose of this RFQ cum RFP:

i. Port sector would be deemed to include Marine structures, On-shore and Off-shore Terminals, Berths, Jetties, Quays, Cargo Handling System, Bulk/Liquid Material Handling System, port-based terminal facilities, CFS/ICDs, Storage Tanks/Tank Farms, Conveyors, Pipelines within ports, Warehousing etc. all associated with a seaport /river port; and
ii. Eligible projects in Core sector would be deemed to include construction cost of power, telecom, airports, railways, metro rail, industrial parks or estates, logistics park, pipelines, irrigation, water supply, sewerage and real estate development

[Please note. Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant]

3.4.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects

3.4.3 For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) It should have been undertaken as a PPP project on DBFOT, OMT, BOT, BOLT, BOO, BOOT, DBFOO or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity.

(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed.

(c) the capital cost of the project should be more than Rs. 428.83 Crore (Rupees Four Hundred and Twenty Eight Crore and Eighty Three Lakhs only); and

(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of project assets, such as revenues from highways, airports, ports and railway infrastructure and other projects listed under Clause 3.4.1 above, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.4.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction and/or operation works or received payments from its client(s) for construction and/or works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the prescribed eligibility as specified in Clause 2.2.2. For a project to qualify as an Eligible Project under Category 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the prescribed eligibility as specified in Clause 2.2.2. However, payments/receipts of less than Rs. 428.83 Crore (Rupees Four Hundred and Twenty Eight Crore and Eighty Three Lakhs only); shall not be reckoned as payments/receipts for Eligible Projects.

Note: In case of Projects under Category-3, payments made/received for operation of Eligible Projects may be included.

For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

3.4.5 The Bidders shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

Illustration:

For illustration and avoidance of any doubt, if a Bidder has developed a Core sector project such that the project is eligible to qualify in Category 1 as well as in Category 3 of the Clause 3.4.1 above, then the Bidder shall quote the experience pertaining to this particular project only once towards meeting Threshold Technical Capacity.

3.4.6 Deleted.

3.4.7 Deleted.

3.4.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.4.9 Deleted

3.5. Details of Experience

3.5.1 The Bidders should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.

3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.

3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.

3.6. Financial information for purposes of evaluation

3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.6.3 The Bidder must establish the minimum Net Worth and/or AUM/ACI specified in Clause 2.2.2 above, and provide details as per format at Annex-III of Appendix-IA.

3.6.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the form as provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFQ cum RFP.

3.7. Opening and Evaluation of Financial Bids

The Authority shall inform the venue and time of online opening of the Financial Bids to the Technically responsive Bidders through e- procurement portal and e-mail. The Authority shall open the Financial Bids submitted by the Bidder [Royalty] received online on date and time to be informed in this Clause in the presence of the authorised representatives of the Bidders who may choose to attend. The Authority shall publicly announce the quoted Royalty amount for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids.

3.8. Selection of Bidder

3.8.1 Subject to the provisions of Clause 2.20 above, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 above and who quotes highest Royalty to the Authority, in accordance with Appendix-IB 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 Bid hereunder Clause 3.8 of this RFQ cum RFP.

3.8.2 In the event that two or more Bidders quote the same amount of Royalty**,** as the case may be (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.

3.8.3 In the event that the Highest Bidder withdraws or is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. 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 Clause 3.8 of this RFQ cum RFP.

3.8.4 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, in acknowledgement 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 forfeit its Bid Security.

3.8.5 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 above. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.9. 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.

3.10. Correspondence with Bidder

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

3.10.2 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.10.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4-FRAUD AND CORRUPT PRACTICES

4.1. Fraud and Corrupt Practices

4.1.1 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, if it determines that the Bidder, 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.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 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, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFQ cum RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, 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.

4.1.3 For the purposes of this Section 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 2.2.1(f) of this RFQ cum 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.

SECTION-5-PRE-BID CONFERENCE

5.1. Pre-bid Conference

5.1.1 The Authority shall inform about the time, venue and date for Pre-Bid Conference. Also, the link for online meeting shall be shared with the Bidders who choose to attend the meeting online. A maximum of two representatives of prospective Bidders shall be allowed to participate on production, of Authority letter from the Bidder.

5.1.2 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 written clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

SECTION-6-MISCELLANEOUS

6.1. Miscellaneous

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

6.1.2 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. qualify or not qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information

d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

e. 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.

6.1.3 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.

6.1.4 The Concession Agreement and RFQ cum RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFQ cum RFP, in the event of any conflict between then the priority shall be in the following order
(a) Concession Agreement
(b) The RFQ cum RFP
i.e. the concession Agreement (a) shall prevail over the RFQ cum RFP at (b) above

APPENDICES

APPENDIX IA
Letter Comprising the Technical Bid

(Refer Clause 1.2.1, 2.1.4, 2.12.4 and 3.2 of this RFQ cum RFP)

Name of Authority
******Designation
Address

Sub: Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Dear Sir,

1. With reference to your RFQ cum RFP document dated ………., I/we, having examined the Bidding documents and understood its 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 such Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing 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 RFQ cum RFP document, including any Addendum issued by the Authority
    b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(e) and 2.2.1(f) of the RFQ cum 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 4.1 of the RFQ cum 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 RFQ cum RFP document, 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.

e. the undertakings given by us along with the Application in response to the RFQ cum RFP 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 the Authority may cancel the Bidding Process at any time and the Authority are neither bound to accept any Bid that the Authority may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.20 of the RFQ cum RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth and /or AUM/ACI criteria and meet(s) all the requirements as specified in the RFQ cum RFP 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 this 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/ any Member of the Consortium or against our/ their 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. 3/9/2016-DD-II-B dated September 28, 2017, a copy of which forms part of the RFQ cum RFP at Appendix-VI thereof.

15. 'I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.

16. 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 provisions of this RFQ cum RFP, we shall intimate the Authority of the same immediately.
17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA of the RFQ cum RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFQ cum RFP, are also enclosed.
18. I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3 of the RFQ cum RFP Document.

19. I/We acknowledge and undertake that our Consortium was qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 1 (one) year from the date of commercial operation of the Project (COD of Phase II), hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the Concessionaire.. 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.

20. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFQ cum RFP, 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 Concession 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.

21. 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.

22. 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.

23. 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 and modifications in the aforesaid draft and agree to abide by the same.

24. I/We have studied all the Bidding Documents carefully. 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.

25. I/We offer a Bid Security of Rs.42,88,26,000 /- (Rupees Forty Two Crore Eighty Eight Lakhs and Twenty Six Thousand only to the Authority in accordance with the RFQ cum RFP Document.

26. The Bid Security in the form of a Bank Guarantee/e-Bank Guarantee/Insurance Surety Bond or NEFT/RTGS transfer (strikeout whichever is not applicable) is attached.

27. The documents accompanying the Technical Bid, as specified in Clause 2.12.6 of the RFQ cum RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".

28. 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.

29. The Royalty/ TEU of Container Cargo has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, draft Concession Agreement, our own estimates of costs and market demand and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.

30. I/ We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.

31. {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}

32. I/ We certify that in terms of the RFQ cum RFP, my/our Net worth is Rs. (Rupees. in words) /ACI/AUM is Rs .... (Rs. in words).

33. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFQ cum RFP.

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

Yours faithfully,

Date:
Place:

(Signature of the Authorised signatory)
(Name and Designation of the Authorised Signatory)
Name and seal of Bidder/Lead Member

Appendix IA
Annex-I

Details of Bidder

1. Details:

(a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   (a) Name:
   (b) ******Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:
   (a) Name:
   (b) ******Designation:
   (c) Address:
   (d) Phone Number:

5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.5 (g) above should be attached to the Application.
   (c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* **{Refer Clause 2.2.5(d)}**	Percentage of equity in the Consortium **{Refer Clauses 2.2.5 (a), (c) & (g) of this RFQ cum RFP}**
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium: (Refer Clause 2.2.6 and 2.2.7 of this RFQ cum RFP):

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Name of Bidder/ member of Consortium:

S. No.	Criteria	1st year	2nd year	3rd year
1.	If Bidder/ Consortium Member has either failed to perform for works of on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder or any of its Consortium Member, as the case may be, or has been expelled / terminated by Central/ State Government, or any entity controlled by it for breach by such Bidder or any of its Consortium Member, along-with updated details of ongoing process of litigation / blacklisting.			

Appendix IA
Annex-II
Technical Capacity of the Bidder@
(*Refer to Clauses 2.2.2(A), 3.4 of this RFQ cum RFP*)

Bidder type #	**Proposed Equity Shareholding In Consortium (%)**	**Member Code***	**Project Code****	**Cate-gory $**	**Experience¥ (Equivalent Rs. crore)$$**		
					Payments made/ received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8)**
Single entity Bidder			a				
			b				
			c				
			d				
Consortium Member 1			1a				
			1b				
			1c				
			1d				
Consortium Member 2			2a				
			2b				
			2c				
			2d				
Consortium Member 3			3a				
			3b				
			3c				
			3d				
Consortium Member 4			4a				
			4b				
			4c				
			4d				
Threshold Technical Capacity =Rs.……………………...Cr							

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.8 above and/ or by a project company eligible under Clause 3.4.3(b) hereinabove. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder this RFQ cum RFP, mean the accounting year followed by the Bidder in the course of its normal business.

 # A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.8 above, shall be provided.

** Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.*

*** Add more rows if necessary.*

$ Refer Clause 3.4.1 of this RFQ cum RFP.

¥ In the case of Eligible Projects in Categories 1 and 2, the figures in columns 7 and 8 may be added for computing the Technical Capacity of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Technical Capacity of an Eligible Project.

Note: In case of Projects under Category-3, payments made/received for operation of Eligible Projects may be included.

$$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 92 (Ninety Two) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Appendix IA
Annex-III
Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2(B), 2.2.4 (b & c) and 3.6 of the RFQ cum RFP*) (In Rs. crore$$)

Bidder type$	Member Code £	Proposed Equity Shareholding in Consortium (%)	Net Cash Accruals / Annual Turnover					Net Worth/ACI/AUM€
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8)**	**(9)**
Single Entity Bidder								
Consortium Member 1								
Consortium Member 2								
Consortium Member 3								
Consortium Member 4								
TOTAL								

Name & address of Bidder's Bankers:

$A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

£For Member Code, see instruction 4 at Annex-IV of this Appendix-IA.

€The Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.8 hereinabove.

$$ For conversion of other currencies into rupees, see note below Annex-II of Appendix- IA.

Instructions

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;

(b) be audited by a statutory auditor;
(c) be complete, including all notes to the financial statements; and
(d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity Reserves) less (Revaluation reserves miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. ACI, or Available Capital for Investment, shall mean the minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) of an AIF (Alternate Investment Fund) or of a Foreign Investment Fund, subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund or the maximum permissible investment limit for an AIF as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012) as may be amended from time to time, as applicable.
5. Foreign Investment Fund means any appropriately regulated investment fund which is set up in any country outside India, but excludes entities that fall within the Negative List. In this context, the expression “appropriately regulated” means regulation or supervision by the securities market regulator or the banking regulator or other relevant statutory authority of the concerned foreign jurisdiction.
6. AUM, or Assets Under Management, shall qualify on the basis of market value of assets managed by self or on behalf of investors. The committed capital available for immediate deployment shall also be considered for AUM subject to the statutory auditor of the bidder certifying to this effect.
7. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. *Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (03) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years (for Average annual turnover purpose) or 1 (one) year (for Net Worth purpose), as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder this RFQ cum RFP, mean the accounting year followed by the Bidder in the course of its normal business.*
8. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.5(g) of the RFQ cum RFP document.
9. The Bidder shall also provide the name and address of the Bankers to the Bidder.
10. The Bidder shall provide an Auditor's Certificate specifying the Net Worth/ACI/AUM (if applicable) of the Bidder and also specifying the methodology adopted for calculating such Net Worth/ACI/AUM in accordance with Clause 2.2.2 of the RFQ cum RFP document.

Appendix IA
Annex-IV
Details of Eligible Projects

(*Refer to Clauses 2.2.2(A), 3.4 and 3.5 of the RFQ cum RFP*)

Project Code: Member Code:

Item (1)	**Refer Instruction** (2)	**Particulars of the Project** (3)
Title & nature of the project	4	
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	16	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.3 and 3.4.4 of the RFQ cum RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write “Associate” along with Member Code.
5. Refer to Clause 3.4.1 of the RFQ cum RFP for category number.
6. The total payments received/ made and/or revenues appropriated for each

Eligible Project are to be stated in Annex-II of this Appendix-IA. The figures to be provided here should indicate the break-up for the past 5 (five) financial years.

Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.4.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.4.4 of this RFQ cum RFP. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.

7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority / Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.4.3 and 3.4.4 of this RFQ cum RFP documents.
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.4.3 above).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor[$1] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2[£], it should provide a certificate from its statutory auditor in the format below:

[1] [$] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

[£] Refer Clause 3.4.1 of the RFQ.

Certificate from the Statutory Auditor regarding PPP projects [Φ]

Based on its books of accounts and other published information authenticated by it, this is to certify that ……………………. *(name of the Applicant/Member/Associate)* is/ was an equity shareholder in ………………. *(title of the project company)* and holds/ held Rs. ……… cr. (Rupees ………………………….. crore) of equity (which constitutes ……..%[€] of the total paid up and subscribed equity capital) of the project company from ………….. *(date)* to …………….. *(date)*[¥]. The project was/is likely to be commissioned on ……………. *(date of commissioning of the project)*.

We further certify that the total estimated capital cost of the project is Rs. ……… cr. (Rupees …………………crore), of which Rs. ……… cr. (Rupees …………… crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

………………………
………………………

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 (d) of the RFQ cum RFP during the past five financial years were Rs. ……… cr. as per year-wise details noted below:

………………………
………………………

Name of the audit firm:
Seal of the audit firm: (Signature, name and designation
Date: of the authorised signatory)

Φ Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ cum RFP.

€ Refer instruction no. 10 in this Annex-IV.

¥ In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that …………….. (name of Applicant) constructed and/ or owned the ………….. (name of project) from ……………….. (date) to ………………… (date)."

14. If the Bidder is claiming experience under Category 3 & 4*, it should provide a certificate from its statutory auditors or the client in the format below:

Certificate from the Statutory Auditor/ Client regarding construction works**

Based on its books of accounts and other published information authenticated by it, {this is to certify that …………………….. *(name of the Bidder/Member/Associate)* was engaged by ……………….. *(title of the project company)* to execute ……………… *(name of project)* for …………………. *(nature of project)}****. The construction of the project commenced on ………….. *(date)* and the project was/ is likely to be commissioned on………*(date, if any)*.

It is certified that ……………. *(name of the Bidder/ Member/ Associate)* received/paid Rs. ……….. cr. (Rupees …………………………… crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs............. cr. (Rupees …………………crore), of which the Bidder/Member/Associate received/paid Rs .... cr. (Rupees ……………………… crore), in terms of Clauses 3.4.1 and 3.4.4 of the RFQ cum RFP, during the past five financial years as per year-wise details noted below:

………………………

………………………

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ Consortium.} ****

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the

Date: authorised signatory).

- *Refer Clauses 3.4.1 and 3.4.4 of the RFQ cum RFP.*

***Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.*

****In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that …………… (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the……………. (name of Project company) when it undertook construction of the ………………. (name of Project) through (name of the contractor).*

** * * * This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.*

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.8 of Section 2 of this RFQ cum RFP, the Bidder should also provide a certificate in the format below:

Certificate from the Statutory Auditor/ Company Secretary regarding Associate[$]
Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ……………… (*name of the Applicant/ Consortium Member/ Associate*) is held, directly or indirectly[£], by ………………. (*name of Associate/ Applicant/ Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.8 of the RFQ cum RFP.
A brief description of the said equity held, directly or indirectly, is given below:
{*Describe the share-holding of the Applicant/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein.*}
Name of the audit firm:
Seal of the audit firm: (Signature, name and designation of: Date: the authorised signatory).

[$] In the event that the Bidder/ Consortium Member exercises control oven an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical Capacity.

Appendix IA
Annex-V

ANNEX-V
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To,

Name of Authority
******Designation
Address

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ cum RFP document.

We have agreed that .... (insert member's name) will act as the Lead Member of our Consortium. *

We have agreed that .... (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFQ cum RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and ******Designation of the

authorised signatory)

For and on behalf

of...................................

**Please strike out whichever is not applicable.*

Appendix IA
Annex-VI

ANNEX-VI

Guidelines of the Department of Disinvestment

(*Refer Clause 1.2.2)*

No.3/9/2016-DOD-II-B Government of India Department of Investment & Public Asset Management Block 14, COO Complex New Delhi. Dated, 28th September,2017

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.

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. 'Grave Offence' would include the below noted cases

a) Only those orders of SEBI are to be treated as coming under the category of 'Grave Offences' which directly relate to 'Fraud' as defined in the SEBI Act and/or regulations.

b) Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public sector unit, when it is disinvested, are to be treated as adverse.

c) Any conviction by Court of Law.

d) in cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law. 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 its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the relationship inter se between the concerns, would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons. In both (a) and (b), disqualification shall for a period that Government deems appropriate.

Any bidder, which is disqualified from participating in the disinvestment process, be allowed to remain associated with it or get associated merely because it has pre appeal against the order based on which it has been disqualified. The mere pendency will have no effect on the disqualification.

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

(b) 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.

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 inf on the above criteria, along with their Expressions of Interest (EOI). The bidders required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in (a) & (b) above or the eligibility criteria prescribed in the Eol, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the Eol against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/ Managers, full details of such investigation including the name investigating agency, the charge/ offence for which the investigation has been launched and designation of persons against whom the investigation has been launched a relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

APPENDIX IB
Letter comprising the Financial Bid

(Refer Clauses 2.1.4, 2.12.5 and 3.7 of this RFQ cum RFP document)

(NOT TO BE SUBMITTED IN THE TECHINCAL Bid)

To,
Name of Authority
******Designation
Address

SUB: Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Dear Sir,

With reference to your RFQ cum RFP document dated *** **$, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. 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 in the Bid are 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.
2. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ cum RFP, draft Concession Agreement and its Schedules, our own estimates of market demand and costs and after a careful assessment of the site and all own the conditions that may affect the Project cost and implementation of the Project.
3. 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.
4. 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.
5. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFQ cum RFP.
6. I/ We hereby submit our Bid and offer as under:

~~(i) Royalty per TEU of container 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)

Yours faithfully,
Date: (Signature, name and ******Designation of the Authorised Signatory)
Place:
Name & seal of Bidder/Lead Member: ....
Class III DSC ID of Authorised Signatory: ....

APPENDIX II
Bank Guarantee for Bid Security
(Refer Clauses 2.1.7 and 2.24)

B.G. No. Dated:

1. In consideration of you, ***************, having its office at *******************, (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 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 Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis. (hereinafter referred to as "the Project") pursuant to the RFQ cum 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 ... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFQ cum 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 RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 42,88,26,000 /- (Rupees Forty Two Crore Eighty Eight Lakh and Twenty Six Thousand 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 set forth 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. 42,88,26,000 /- (Rupees Forty Two Crore Eighty Eight Lakh and Twenty Six Thousand Thousand only)

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred and Forty) 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 Appendix II 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 who 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, Appendix II 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. ********** Crore (Rupees ***************** 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 240 days after the Bid Due Date).

14. This guarantee shall also be operatable at our _____________branch at ***City, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment hereunder Appendix II claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by ………………..Bank

By the hand of Mr./Ms
....
Its and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

APPENDIX II
Insurance Surety Bond for Bid Security
(Refer Clauses 1.2.5 and 2.1.6)

S.B No. Dated:

1. In consideration of you, *****************, having its office at *********************(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 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 Development, Operation and Maintenance of the ********************* through Public Private Partnership on Design, Build, Finance, Operate and Transfer (DBFOT) basis. (hereinafter referred to as "the Project") pursuant to the RFQ cum 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……………….(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 of the RFQ cum 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 RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***************Crore (Rupees ************ 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 Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond 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 set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bo shall be restricted to an amount not exceeding Rs. ....Only). (Rupees……………. Only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of 240 (Two hundred and Forty) 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 Surety Bond have been paid.

5. We, the Surety Insurer, 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 Surety Bond 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 Surety Bond, the Authority shall be entitled to treat the Surety Insurer 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 Appendix II shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Surety Insurer 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 Surety Insurer along with branch address and delivered at our above branch who 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 Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, 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, Appendix II be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Insurer during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be

14. restricted to Rs.*********** Crore (Rupees ******************only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Bond in accordance with paragraph 9 hereof, on or before *****************(indicate date falling 240 days after the Bid Due Date).

15. This Surety Bond shall also be operatable at our _______________branch at ***City, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder Appendix II claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by…………………

By the hand of Mr./Ms,

Its…………and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX II
NEFT/ RTGS Transfer for Bid Security
(Refer Clauses 1.2.5 and 2.1.6)

Bid Security for the mentioned amount shall be deposited to the Authority Bank Account through RTGS/NEFT in the following account:

S. No	Particulars	Information to be provided by the Authority
1	Name of the Bank Account	AXIS BANK
2	Bank name and address	George Town Branch, Chennai-600 001
3	Bank account number	9090 200 4175 2519
4	NEFT Code	UTIB0000285
5	RTGS Code	UTIB0000424

APPENDIX III

Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.8, 2.2.4(d), 2.12.4 (e), 2.12.6 (a) and 3.2 of this RFQ cum RFP documents)

Know all men by these presents, We,........................... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize 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 **Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis** proposed or being developed by the Name of Authority (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)
of person authorized by
Board Resolution (in
case of
Firms/Company)/Partner in
case of Partnership Firms

Witnesses:

1

2

Notarised

Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated* (*Notary to specify as applicable)
(Signature, Name and Address of the Notary)

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

Format for Power of Attorney for Lead Member of Consortium

(Refer Clause 2.1.9 & 2.12.4 (f) and 3.2 of this RFQ cum RFP)

Whereas the Name of Authority ("the Authority") has invited bids from interested parties for the **Development of the Second Container Terminal at Kamarajar Port Limited** under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (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)

Witnesses:

1.

2.

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

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 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

Format for Joint Bidding Agreement for Consortium

(Refer Clause 2.2.5 (g) of this RFQ cum RFP document)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ……….. day of ……….. 20…

AMONGST

1. {............ Limited, and having its registered office at .. } (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {............ Limited, having its registered office at ... } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {............ Limited, and having its registered office at..} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party**"

WHEREAS,

(A) THE NAME OF AUTHORITY, represented by its **********and having its principal offices at ****************** (hereinafter referred to as the "**Authority** " which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**") by its Request for Proposal No. dated …………(the "**RFQ cum RFP**") for award of contract for Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis (the "**Project**") through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFQ cum RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**Concessionaire SPV**") under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding
Process and until the Appointed Date under the Concession Agreement when all the obligations of the Concessionaire SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ cum RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the Concessionaire SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire SPV shall be as follows:

First Party:

Second Party:
{Third Party:}
{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Concessionaire SPV shall, at all times till one year from the date of commercial operation of the Project (COD of Phase-II) be held by the Parties of the First, {Second and Third} Part whose experience and net worth and AUM/ACI have been reckoned for the purposes of qualification of the Bidder for the Project in terms of the RFQ cum RFP.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity share capital of the Concessionaire SPV at all times until 1 (one) year from the commercial operation date of the Project (COD of Phase II) (the Lock-in-period).

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6.5 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the Concessionaire SPV in terms of the Concession Agreement.}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;
(ii) violate any Applicable Law presently in effect and having applicability to it;
(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would havea material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified/selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:	SECOND PART
(Signature)	(Signature)
(Name)	(Name)
(******Designation)	(******Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of THIRD PART	For and on behalf of FOURTH PART
(Signature)	(Signature)
(Name)	(Name)
(******Designation)	(******Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
For and on behalf of	For and on behalf of
FIFTH PART	SIX PART
(Signature)	(Signature)
(Name)	(Name)
(******Designation)	(******Designation)
(Address)	(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI
INTEGRITY PACT
(*Refer clause 2.1.16 of this RFQ cum RFP document)*

(The Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original Financial instrument and reach Kamarajar Port Limited (KPL) corresponding address before opening Technical bid as per date and time given in the Tender.)

GENERAL

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

BETWEEN

Kamarajar Port Limited, represented by the Chairperson cum Managing Director, Kamarajar Port Limited, Chennai hereinafter referred to as "Concessioning Authority"

AND

……………………………………………………………………………… represented by Shri ……………………………………… hereinafter referred to as "The "BIDDER/ CONCESSIONAIRE"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ………………………………………………………… (Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Concessionaire/s.

In order to achieve these goals, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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 the CONCESSIONING AUTHORITY to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs / CONCESSIONAIREs 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

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 / CONCESSIONAIRE, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The CONCESSIONING AUTHORITY will, during the pre-contract stage, treat all BIDDERs / CONCESSIONAIREs alike, and will provide to all BIDDERs / CONCESSIONAIREs the same information and will not provide any such information to any particular BIDDER / CONCESSIONAIRE which could afford an advantage to that particular BIDDER / CONCESSIONAIRE in comparison to other BIDDER / CONCESSIONAIRE and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the CONCESSIONING AUTHORITY will report to the Chairperson cum Managing Director / Chief Vigilance Officer of Kamarajar Port Limited any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the CONCESSIONING AUTHORITY obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONCESSIONAIRE

The Bidder / Concessionaire commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the post contract stage.

i. The Bidder /Concessionaire will not enter with other Bidder / Concessionaires into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

ii. The Bidder/Concessionaire will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Concessionaire will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, Technical proposals and business details, including information contained or transmitted electronically.

iii. The Bidder / Concessionaire will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iv. The Bidder/Concessionaire further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any 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 Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

v. The Bidder / Concessionaire of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Concessionaire of Indian Nationality shall furnish the name and address of the foreign principals, if any.

vi. Bidder / Concessionaires shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.

vii. The Bidder / Concessionaire further confirms and declares to the Principal/ Employer that the Bidder / Concessionaire is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Concessioning Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Concessionaire, 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.

viii. The Bidder / Concessionaire, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 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.

ix. The Bidder / Concessionaire 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.

x. The Bidder / Concessionaire will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

xi. The Bidder / Concessionaire shall not use improperly, 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 carrier. The Bidder / Concessionaire also undertakes to exercise due and adequate care lest any such information is divulged.

xii. The Bidder / Concessionaire commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

xiii. The Bidder / Concessionaire will not instigate third persons to commit offences outlined above or be an accessory to such offences.

xiv. If the Bidder/Concessionaire or any employee of the Bidder/Concessionaire or any person acting on behalf of the Bidder/Concessionaire, 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 / Concessionaire's firm, the same shall be disclosed by the Bidder / Concessionaire at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

xv. The Bidder / Concessionaire 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.

Previous Transgression

The Bidder / Concessionaire 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 Enterprises in India or any Government Department in India that could justify Bidder / Concessionaire's exclusion from the tender process. If the Bidder / Concessionaire makes incorrect statement on this subject, the Bidder / Concessionaire can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Concessionaire or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Concessionaire shall entitle the Concessioning Authority to take all or any one of the following actions, wherever required:-

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

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

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

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

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

(vi) To cancel all or any other Contracts with the BIDDER / CONCESSIONAIRE. The BIDDER / CONCESSIONAIRE 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 / CONCESSIONAIRE.

(vii) To debar the BIDDER / CONCESSIONAIRE from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the CONCESSIONING AUTHORITY.

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

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

(x) Forfeiture of Performance Bond 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.

(xi) The Bidder / Concessionaire accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(xii) If the Bidder / Concessionaire can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.

(xiii) The CONCESSIONING AUTHORITY will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONCESSIONAIRE or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONCESSIONAIRE), 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.

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

Fall Clause

The BIDDER / CONCESSIONAIRE undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONCESSIONAIRE to the Principal 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 / CONCESSIONAIRE to the CONCESSIONING AUTHORITY, if the contract has already been concluded.

Independent Monitors

The Concessioning Authority has appointed two Independent External Monitors (hereinafter referred to as Monitors)

1. **Shri Jatinderbir Singh, IAS (Retd)**
   House No. 1186, Sector 77, Mohali-140 308
   Punjab, Email: jatinderbir@gmail.com

2. **Shri. Muvvala Kondala Rao, IFoS (Retd)**
   201, Kalakunj-B,
   Co-operative Society , Lane-6,
   Dahanukar Colony, Kothrud,
   Pune-411038, Email: mkraomuvvala@gmail.com

(a) 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.
(b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
(c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
(d) 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 Principal and the Chief Vigilance Officer of Kamarajar Port Limited.
(e) The BIDDER / CONCESSIONAIRE(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONCESSIONAIRE. The BIDDER / CONCESSIONAIRE 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 / Concessionaire / Subcontractor(s) with confidentiality.
(f) 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 Principal and the Concessionaire. The parties offer to the Monitor, the option to participate in such meetings.
(g) The Monitor will submit a written report to the designated Authority of Concessioning Authority / Chief Vigilance Officer of Kamarajar Port Limited within 8 to 10 weeks from the date of

reference or intimation to him by the Concessioning Authority / Bidder / Concessionaire and should the occasion arise, submit proposals for correcting problematic situation.

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

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act,1988 and the Concessioning Authority has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

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 / CONCESSIONAIRE and the BIDDER / CONCESSIONAIRE shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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.

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.

Validity

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 PRINCIPAL and the Bidder / Concessionaire including warranty period whichever is later. In case Bidder / Concessionaire is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Kamarajar Port Limited. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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Equal treatment of all Bidders / Concessionaires

(a) The Bidder / Concessionaire undertake to demand from all sub-Concessionaires a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Concessionaires and Subcontractors.

(c) The Principal will disqualify from the tender process all Bidder / Concessionaires who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at ______________ on _____________.

The Principal represented by the CMD, Kamarajar Port Limited	BIDDER / CONCESSIONAIRE
Name of the Officer	Name
Designation	Designation
Witness 1	Witness 1
Name & address	Name & address
Witness 2	Witness 2
Name & address	Name & address
Place:	Place:
Date:	Date:

APPENDIX VII

Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

To,
******Designation
Name of Authority Address

Sub: BID for Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis.

Dear Sir,

With reference to your RFQ cum RFP document dated ………., I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)
(Name and Designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member

Notes:
{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

APPENDIX VIII

Policy for preventing Private Sector Monopoly in Major Ports

Government of India
Ministry of Shipping
(Ports Wing)

No.PD-24018/8/2009-PD.III New Delhi-1, dated the 2nd August, 2010

To

The Chairman, All Port Trusts

Sub: Policy for preventing private sector monopoly in Major Ports.

Sir,

In pursuance of private sector participation guidelines, 1996 for the Port Sector and with a view to ensure healthy competition and smooth award of the projects for capacity augmentation at the Major Ports, the Central Government hereby directs all Major Ports under Section 111 of the Major Port Trusts Act, 1963, to follow the following Policy while awarding projects to private parties through Public Private Partnership (PPP) route so as to avoid private sector monopoly in the Major Ports. This policy is in supersession of this Ministry's letters No.PD-25021/13/2002-Pvt dated 11th November, 2002, No.PD-12013/2/2005-JNPT dated 26th September, 2007 and No.PD-11015/2/2006-VPT dated 1st October, 2003.

2. <u>Policy</u>

If there is only one private terminal/ berth operator in a port for a specific cargo, the operator of that berth or his associates shall not be allowed to bid for the next terminal / berth for handling the same cargo in the same port.

For the purpose of this policy, the terms

(i) 'Operator' includes consortium members of the bidder;

(ii) 'Associates' means in relation to the Applicant / Consortium member, a person who controls, is controlled by, or is under common control with such Applicant/ Consortium member (the Associate). As used in the definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, or more than 50% (fifty percent) 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.

(iii) 'Berth' shall have the same meaning as "Wharf" given in Section 2 (za) of the MPT Act, 1963.

(iv) 'Specific Cargo' means (i) containers (ii) liquid bulk, (iii) dry bulk or (iv) multipurpose / other general cargo.

3. The policy shall be applicable with immediate effect and shall apply to Request for Qualification (RFQs) issued on or after this date.

4. It is also directed that the above provisions may be incorporated by the Major Ports in the Request for Qualification & Request for Proposal to give effect to the policy in relevant cases.

5. This issues with the concurrence of the Ministry of Law and Justice, Department of Legal Affairs and approval of Hon'ble Minister of Shipping.

Yours faithfully,

Sd/-
(Geethu Joshi)
Director
Tel No. 23321672

APPENDIX IX
Information for Security Clearance

(Applicants to provide information in the revised formats provided below)

Revised formats for seeking Security Clearance for Bidders to be provided in line with Ministry of Shipping letter vide F.No.PD-24018/12/2014-SCC dated 12/02/2016.

Revised Performa for Security Clearance:

Details in respect of Company/ Firm (Indian/Foreign):

S.No	Full Name of Firms/Bidders	Date of registration of the Company	Address of Head Office, Regional Office and Registered Office	Previous name of the company, if any	Details of earlier approvals, if any (ref.No. & date)

I. Details in respect of Directors.

Sl. No.	Full Name of Board of Directors	Present position held with date (since when)	Date of Birth	Parent age	Present and Permanent Address	Nationality	Passport No.and issue date, if any	Contact Address & telephone number

II. Details of Shareholders (All firms/companies/entities/individual having shareholding more than 10%).

Sl. No	Full Name	Parent age Father/ Mother	Date of Birth	Permanent Address	Present Address	Present position held in the Company if any	Nationality (if Holding dual Nationality, both must be clearly mentioned)	% of shares held in the Company

I. Details of Criminal cases, if any against the company/Director(s) as per Annexure.

<u>Self-declaration for company of Director(s) for whom security clearance is sought</u>

a. **Name and address and registration number of the company:**

b. **Name and address of owners, promoters and directors of the company:**

1. ……………………………………………………………………………………
2. ……………………………………………………………………………………
3. …………………………………………………………………………………….
4. ……………………………………………………………………………………

c. **Is the company owners, promoters of directors listed above the subject of any**

1. Preventive detention proceedings (PSA/NSA etc.) : Yes/No
2. Criminal proceedings : Yes/No

d. **If yes, please provide following details**

1. Detention / Case /FIR/warrant number :
2. Police station /District / Agency :
3. Section of Law :
4. Name and place of the court :

e. The above mentioned details are in respect of both India and any other foreign country.

Note : The above self declaration is required to be filled and signed by the authorized signatory of the company

APPENDIX X

Undertaking for entering into Operation & Maintenance (O&M) agreement

(To be submitted on the letter head of the Applicant/ lead member of the consortium)

UNDERTAKING

Ref: Date: xx/xx/2026

To,
The General Manager (CS&BD)
Kamarajar Port Limited,
Jawahar Building, Rajaji Salai,
Chennai – 600001.

Sub: Development of the Second Container Terminal at Kamarajar Port Limited under PPP Mode on Design, Build, Finance, Operate and Transfer (DBFOT) Basis– Undertaking for entering into Operation & Maintenance (O&M) agreement

Dear Sir/Ma'am,

We hereby agree that we _____________ (*name of the Applicant/ Lead Member of Consortium and address of registered office*) will irrevocably enter into an Operation and Maintenance (O & M) agreement with an entity having O & M experience as per the terms of the RFQ cum RFP document dated________for a period of at least 5 (five) years from the Date of Commercial Operation of Phase-II of the Project in accordance with the Clause No.2.2.3 of RFQ cum RFP document.

We also confirm that the Operation & Maintenance Contractor shall meet with the O & M experience as set forth in Clause No. 2.2.3 of RFQ cum RFP document.

We shall further ensure that the Name and qualifications of the Operation & Maintenance Contractor shall be provided to Kamarajar Port Limited when required to be done so by Kamarajar Port Limited for the purposes of evaluation and Security Clearance.

Thanking you

For and on behalf of (Applicant/ Lead Member):
Signature:

(Authorised Representative and Signatory)
Name of Person:

Designation: