REQUEST FOR PROPOSAL ("RFP")
SELECTION OF BOOK RUNNING LEAD MANAGERS (BRLM) FOR PROPOSED INITIAL PUBLIC OFFERING

RFP Reference No: **KPL/CS/IPO/02/2026** Dated: 26.08.2026

Note: This document is meant for the exclusive purpose of Bidding as per the Specification Terms, Conditions and Scope indicated and shall not be transferred, reproduced, or otherwise used for purposes other than for which is specifically issued.

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1. ABOUT THE COMPANY

Established in 1999, Kamarajar Port Limited is one of India's 12 major ports and the first corporate major port in the country, functioning under the administrative control of the Ministry of Ports, Shipping and Waterways, Government of India. Located at Chennai in the state of Tamil Nadu, the port was originally developed as Ennore Port and later renamed to honour the former Chief Minister of Tamil Nadu, Shri. Kumaraswami Kamaraj. Strategically positioned on the east coast of India, the port plays a vital role in facilitating maritime trade and supporting the industrial growth of Southern India.

Kamarajar Port Limited is a company incorporated under the Companies Act 1956, it has an Authorised share Capital of Rs. 500 crores (50 crore equity shares of Rs. 10/- each) and a paid-up share capital of Rs. 300 crores (30 crore equity shares of Rs. 10/- each).

On 27th March 2020, the Government of India's entire shareholding (66.67%) in Kamarajar Port Limited along with its management control was transferred to Chennai Port Authority (erstwhile Chennai Port Trust). After the transfer, Kamarajar Port Limited came under 100% ownership of Chennai Port Authority.

Kamarajar Port Limited ("the Company") operates as a landlord port with modern infrastructure and state-of-the-art facilities, enabling efficient handling of a wide range of cargo including coal, iron ore, petroleum products, automobiles, containers, and project cargo. With multiple specialized terminals operated through public–private partnerships, the port ensures high operational efficiency, faster turnaround time, and enhanced customer service.

2. PROPOSAL

2.1 The Company intends to tap capital markets via initial public offering ("IPO") through an Offer for Sale for an issue size of Rs. 1,200 crores. However, structure of the Issue, including any fresh issue component, if so decided, may vary based on various factors including but not limited to the decision of the shareholders and management discretion, legal and commercial considerations, etc. The Company intends to initiate the work relating to appointment of Book Running Lead Manager ("BRLM") to the IPO and other intermediaries to prepare the requisite documents and to undertake other related activities in relation to the IPO.

2.2 The Company wishes to invite proposals from interested registered Category – I Merchant Bankers (here in after referred to as "the Merchant Bankers/

Bidders/ Lead Managers/ BRLM") to act as BRLM to the proposed IPO of the Company through this RFP Document.

2.3 Proposals are hereby invited from reputed Category – I Merchant Bankers registered as such with the SEBI, independently and not in consortium, having a valid certificate, with experience and expertise in handling Initial Public Offer (IPO) and fulfilling eligibility criteria to assist and advise the Company in the IPO process.

2.4 The Company will select and may appoint up to **3 Merchant Bankers** with requisite experience in Public Offering, who together will be designated as BRLMs with one of them being appointed as Left Lead.

2.5 The BRLMs, in consultation with the Company, will form a syndicate as required under the applicable law, guidelines & regulations. The Company will have the option of appointing additional syndicate member(s)/Advisor(s)/Co-Manager(s) if considered necessary.

2.6 In order to meet the above consultancy requirements, the Company proposes to invite online Bids from eligible Bidders as per the scope of work mentioned in **Clause 3** of this RFP.

2.7 Any reference to the 'past five years' and/or 'preceding five years' in this RFP will be treated, construed and understood as period with effect from 01.04.2021 to 31.03.2026, whether specifically mentioned or not.

2.8 Any reference to the 'past seven years' and/or 'preceding seven years' in this RFP will be treated, construed and understood as period with effect from 01.04.2019 to 31.03.2026, whether specifically mentioned or not.

2.9 This RFP document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

2.10 Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to the Company are invited to submit their proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidders will be entirely at Company's discretion. This RFP invites bids from Bidders who have the necessary experience, capability & expertise to provide services to the Company adhering to Company's requirements outlined in this RFP.

3. SCOPE OF WORK

The scope of work is detailed below:

The BRLMs will be required, inter-alia, to comply with, and undertake tasks related to all aspects of the IPO, as prescribed under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018, as amended ("ICDR Regulations"), the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended and applicable domestic and international legislations, including but not limited to, as mentioned below:

1. Providing advice on financial aspects of the IPO, including, inter alia, advice as to the price, timing and structure of the IPO, the allocation of shares to investors and acting as Book Running Lead Managers to the IPO;

2. Advise on structuring, and size of the IPO in conformity with the prevailing laws including but not limited to the framework and Regulations/Guidelines of SEBI, the Stock Exchanges, and Securities Contracts (Regulation) Act, 1956; Securities Contracts (Regulation) Rules, 1957; and Companies Act, 2013, etc. and other rules/regulations and guidelines, as may be applicable in the present context;

3. Advise on the proposed transaction structure, considering commercial, regulatory, tax, and shareholder-related aspects in line with applicable laws and business objectives.

4. Undertake pricing and valuation benchmarking analysis for the proposed transaction, including analysis of comparable companies, market trends, industry metrics and other relevant parameters, as may be applicable.

5. Assisting the Company in preparation of application(s), submission and getting all the requisite approvals from any statutory, regulatory or governmental or regulatory authorities.

6. Advise on the (i) regulatory norms, disclosure and disclaimer requirements and generally assist in securing the requisite statutory and regulatory approvals and/or exemptions and/or clarifications, as may be deemed necessary from SEBI, Stock Exchanges, RBI, Registrar of Companies and other regulatory and statutory authorities, (ii) filing of returns or notices or forms with SEBI, stock exchanges, Registrar of Companies or any other statutory and/or regulatory authorities and assist in completing all the requirements and formalities; and (iii) preparation of requisite literature for circulation, publication, etc. relating to the transaction.

7. Advising and assisting on the appointment of other professional advisors and intermediaries such as Registrar, Bankers, Legal Counsel, Advertising Agency,

and other service providers as necessary and appropriate for the IPO, with prior approval of the Company. Any such decisions will be at the sole discretion of the Company, and the Company's decision will be final in this regard;

8. Establish a Joint Project Management Unit with the Company to oversee IPO execution, including periodic review meetings and documentation of proceedings.

9. Assisting, together with other advisors and legal counsel, as appropriate, the Company in making an application for listing of its securities on National Stock Exchange of India Limited ("NSE") and Bombay Stock Exchange Limited ("BSE") (collectively here in after referred to as "Stock Exchanges");

10. Assisting, together with other advisors and legal counsel, as appropriate, the Company in furnishing reports, certificates and other information as may be required by SEBI/RBI and any other governmental or regulatory authority in connection with the IPO;

11. In mutual consultation with the Company, arranging a syndicate (the "Syndicate") for placing the shares and devising an appropriate fee structure for the Syndicate as is acceptable to the Company and the BRLMs;

12. Detail the inter-se allocations of responsibilities among the BRLMs. The inter-se allocation and arrangement shall be reviewed and finalized by the IPO Working Committee/The Board of the Company;

13. To formulate, suggest the Plan of Action contouring and setting out the responsibilities and tasks to be undertaken by the selected BRLMs. To provide periodic updates for implementation of the plan of action once the same is approved by the Company;

14. Identifying potential investors, both domestic and international, and conceiving strategies for reaching out to retail investors to create awareness in relation to the IPO;

15. Target investor categories including institutional investors, foreign portfolio investors, mutual funds, insurance companies, alternative investment funds, high net worth individuals, and retail investors;

16. Developing an investor communication strategy, robust and compliant investor presentation and advising on organizing and participating in general and one-on-one presentations to potential investors;

17. Facilitate meetings and investor interactions to enhance visibility of the Company.

18. Develop anchor investor strategy in compliance with SEBI regulations.

19. Manage the electronic book building process including bid collection, price discovery, and allocation.

20. Advise on final issue price and applicable investor category discounts.

21. Conduct pre-market surveys, propagate, through key marketing themes the positioning of the Company, organise and hold road shows (domestic and international); arrange meetings with potential key investors and generally facilitate communication about the Company. All expenses in this regard will be borne by BRLMs except tour expenses of the officials of Kamarajar Port Limited;

22. Coordinating activities of other members of the Syndicate, together with the legal counsels & other professionals appointed for the IPO by the Company;

23. Conduct comprehensive due diligence including financial, legal, business, regulatory, and operational diligence.

24. Undertake preparation of the IPO documentation, including the draft red herring prospectus ("DRHP"), the red herring prospectus ("RHP"), the prospectus, etc., including any addendum or corrigendum thereto, etc., arranging, assisting & advising on printing and distribution of the prospectus in its preliminary and final forms in connection with the IPO;

25. Assisting in preparation of marketing materials and presentations for marketing conferences;

26. Advise the Company on preparation and finalization of the statutory and other IPO advertisements for publication;

27. Coordinate with legal advisors to ensure disclosures meet regulatory and governance standards, including matters relating to related party transactions, litigation, and contingent liabilities.

28. Advise the Company on the timing of the IPO based on market conditions, sector performance, peer benchmarking and macroeconomic factors and the modalities of the IPO, together with the filing the DRHP/RHP, Prospectus, etc., with SEBI/RBI/Stock exchanges/ROC, etc.;

29. Ensure the underwriting of the Initial Public offer as per SEBI Rules and Regulations;

30. Advise and intimate the Company in writing within a reasonable time in advance regarding all statutory fees and payments required to be made to SEBI, the Stock Exchanges (NSE and BSE), Depositories or any other regulatory authorities in connection with the IPO. The BRLM shall negotiate the best possible quotes wherever applicable and shall provide the Company with complete details, quotes, invoices and supporting documents to facilitate timely payment.

31. Facilitate, advise, coordinate, negotiate and enter into the requisite agreements, i.e., offer agreement, registrar agreement, ad agency agreement, underwriting agreement, share escrow agreement, syndicate agreement, escrow and sponsor bank agreement and any other agreements that may be required with respect to the IPO;

32. Coordinate with all intermediaries and stakeholders to ensure seamless execution of IPO activities.

33. Negotiate and finalize service agreements with intermediaries, ensuring cost efficiency and performance standards. With respect to printing and distribution of stationery required for the IPO, ensure that adequate stationery is printed and delivered to the centres/ parties well in advance;

34. Coordinate with all the IPO intermediaries, SEBI and the stock exchanges, and ensure completion of all IPO related activities, including post-IPO activities, as laid down in the applicable SEBI regulations;

35. Assist the Company in listing of securities on stock exchanges

36. Liaise with government authorities and stakeholders, including administrative ministries and promoters, to ensure alignment with applicable policies and timelines.

37. Prepare notes, presentations, and documentation required for approvals.

38. Coordinate post-issue activities including allotment, credit of shares, refunds, and listing.

39. Coordinate with regulators and intermediaries to complete all post-issue formalities.

40. Provide post-listing support including investor relations framework, analyst interactions, and handling investor queries.

41. Provide transition support to the Company, including handover of documentation, processes, and knowledge transfer.

42. Establish a comprehensive risk management framework covering regulatory, market, execution, operational, and reputational risks.

43. Ensure compliance with insider trading regulations and execution of confidentiality agreements.

44. Undertake any additional activities required for successful completion of the IPO, including handling regulatory inspections and investor grievances.

45. The Company will directly appoint legal firms to be the Domestic Legal Counsel ("DLC") and International Legal Counsel ("ILC") for issuer. The selected BRLM shall appoint a separate domestic legal counsel for carrying out its legal due diligence and advisory responsibilities in connection with the assignment.

4. ELIGIBILITY CRITERIA

4.1 The Bidder should have acted as the Left Lead Book Running Lead Manager for at least one domestic Initial Public Offering ("IPO") with an issue size of Rs. 1000 crore or more during the period from 1st April 2021 to 31st March 2026.

(Only equity capital market transactions will be considered for the evaluation, therefore, bidders are requested to furnish the information accordingly).

4.2 Bidders should be a registered Category-I Merchant Banker holding valid certificate issued by SEBI and are qualified to undertake the IPO work. The certificate of registration with SEBI should remain valid till the completion of all activities relating to the IPO.

4.3 The bidding Merchant Banker shall submit an declaration, at the time of submission of the bid, confirming that it has not been debarred, suspended, restrained or prohibited by SEBI, RBI, CVC or any other Government, statutory or regulatory authority from undertaking merchant banking activities or participating in capital market-related assignments as on the bid submission date.

4.4 The selected Merchant Bankers would be required to sign a non-disclosure agreement and the draft Integrity Pact with the Company. Failure to sign the same would make their appointment null and void. The Confidentiality agreement and the draft Integrity Pact is given in **Annexure-III and IV** respectively.

4.5 The interested Bidders fulfilling the eligibility criteria mentioned above are required to furnish the following undertaking and declaration as part of the proposal:

"We hereby undertake and declare that there has been no conviction by a Court of Law or indictment/adverse order by any regulatory or governmental authority against us for a grave offence. It is further certified that there is no investigation pending against us or the CEO, Directors and Key Managerial persons of our concern, which will materially affect our ability to undertake this transaction as a Merchant Banker. It is certified that no conflict of interest exists, which is prejudicial to the interests of the Company or its Shareholders, as on date except as disclosed explicitly and if in future such a conflict of interest arises, we will intimate the same to the Company.

We agree that without prior intimation to the Company, while engaged as a BRLM to the IPO, until the listing of the Company's securities on an Indian stock exchange, we will not accept a written or a verbal mandate for an initial public offering of another company in the same line of business as that of the Company. However, in case we are appointed as Left Lead a prior written consent shall be taken from the Company for accepting a role of BRLM for initial public offering of any other company in same line of business.

Further we hereby undertake that the decision taken by the Tender committee of the Company regarding the qualified Bidder shall be binding upon us."

Note: The undertaking should be signed by the authorized signatory of the Bidder. The content of the undertaking must not be changed. Clarification, if any, is to be provided separately.

5. SUBMISSION OF PROPOSAL

Proposals are required to be submitted online only through the GeM Portal (https://gem.gov.in/) in accordance with the instructions to bidders available on the respective portal and as per the formats mentioned in this tender document.

Submission of bids in any other form i.e., online (email) or physical (including hard copies, sealed envelopes, or by post/courier) is not allowed and shall be summarily rejected.

5.1 Bidders shall submit their proposals electronically in the Two Bid System i.e.:

a) **Technical Bid** containing the Proposal Format as mentioned in **clause 8** along with all the annexures (except the Financial Bid) and supporting documents, including the following:

I. A letter authorizing the person to sign the proposal and other documents on behalf of the Bidder;
II. Certificate/Letter in format (Refer **Annexure-I**);
III. Certificate/ Declaration/ Confidentiality Agreement/Undertaking and the draft Integrity Pact as per **clause 4** above and **Annexure III and IV**;

IV. Copy of valid certificate of Category-I Merchant Banker issued by SEBI, duly certified by the person authorized to sign the proposal.

V. PAN, GST Certificate and Certificate of Incorporation

b) **Financial Bid** as per the format mentioned in **clause 10.1.**

5.2 Bidders are advised to follow the Instructions provided on the GeM portal. It is the sole responsibility of the bidder to submit the complete bid online before the prescribed deadline. The Company shall not be responsible for any delay or failure in submission due to any technical issues or any other reasons whatsoever.

5.3 The last date and time for submission of online bids is 12:00 hours on 18^{th} September 2026. No proposal will be entertained after the defined date and time. Late bids shall be automatically rejected by the portal.

5.4 For any queries, please contact Smt. R. Roopa, Company Secretary, Email ID: cs@kplmail.in and Shri. Senthil N, Chief Manager (Finance), Email ID: senthil@kplmail.in

5.4 Proposals with any conditionality shall stand summarily rejected. Financial aspects of the proposal should not be disclosed in any way other than in the financial bid. Technical bids containing any indication to the financial bids will be rejected.

Incomplete proposals, conditional proposals, proposals not conforming to the terms and conditions set out herein will be rejected by the Company.

Misrepresentation of any fact within the proposal would lead to cancellation of the contract apart from any other actions which the Company would be entitled to take.

The Company reserves the sole right to accept or reject any or all Proposals received without assigning any reasons thereof. The decision of the Company's Tender committee on the selection of the BRLMs shall be final.

6. PRE-BID MEETING

The Company may hold a pre-bid meeting at its office at 2nd Floor (North Wing) & 3rd Floor, Jawahar Building, 17, Rajaji Salai, Chennai - 600 001 or through video conference to address any queries of the Bidder's pertaining to the RFP. The Bidders are expected to use the platform to have all their queries answered. The Bidder is expected to submit all the queries before the dates mentioned in Time Frame (Refer **Clause 7**) to Smt. R. Roopa, Company Secretary, Email ID: cs@kplmail.in and Shri. Senthil N, Chief Manager (Finance), Email ID: senthil@kplmail.in. The Company shall be entitled to restrict the number of representatives of the bidder, and to secure confidentiality undertakings, in advance of the pre-bid meeting.

All inquiries that arise regarding the RFP must be submitted in writing (via email) in the following format (as excel attachment).

Sr. No.	**Page No.**	**RFP Document Section / Clause No.**	**Terms and Condition in the RFP document / Description**	**Query**
1				
2				
3				
4				
5				

Queries shared in the format other than above or after the timelines to raise the query will not be considered.

In case bidders are interested to attend the meeting though online mode, they are requested to send following details at cs@kplmail.in and senthil@kplmail.in latest by 7th day of September 2026. Accordingly link for online participation will be shared with the bidder.

- Name of Company
- Name of participant
- Designation of participant
- E-Mail address

7. TIME FRAME

The following is an indicative timeframe for the overall selection process. The Company reserves the right to revise/modify this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof to any of the Bidders. Changes to the timeframe will be conveyed to the affected Bidders during the process.

RFP Notification	26th August 2026
Last date of submitting queries	7th September 2026
Pre-Bid Meeting Date (2nd Floor (North Wing) & 3rd Floor, Jawahar Building, 17, Rajaji Salai, Chennai - 600 001)	11th September 2026 (11 A.M)

Last Date of Proposal Submission	18th September 2026
Presentation By Bidders	To be communicated later

8. SCORING METHODOLOGY

The Proposals are to be submitted in detail as indicated in the following Sections. The weightage for evaluation of the Merchant Banker in respect of each criterion has been indicated against each Section. The Technical evaluation will be done on the score of 100.

Sl.	Criteria	Max Score	Scoring Methodology	Score
A.	Experience in handling similar transactions	30	Experience as the Left Lead Book Running Lead Manager in at least one listed domestic Initial Public Offering (IPO) with an issue size of ₹1,000 crore or more during the last five financial years (i.e., from 1 April 2021 to 31 March 2026).	10
			Experience in acting as BRLM for 2 additional Domestic IPO transaction of issue size of ₹ 1,000 Crore or more each during the last five financial years i.e. 01.04.2021 to 31.03.2026 (over and above the experience considered under the Point above).	2 x 10
B.	Experience in handling IPO transaction for Public Sector Undertakings	15	Experience in acting as BRLM for a Public Sector Undertaking during the last 7 years i.e. 01.04.2019 to 31.03.2026.	1 x 15
C.	Cumulative Fund raised in the market from IPO as BRLM	30	Cumulative amount raised in Domestic IPO in the last 5 years i.e. 01.04.2021 to 31.03.2026 -	
			> ₹ 50,000 Crore	30
			₹ 20,001 Crore to ₹ 50,000 Crore	20
			₹ 10,000 Crore to ₹ 20,000 Crore	10
Total		**75**		

Note – Bidders are required to submit responses against each of the above points.

The bidders who have obtained a minimum score of 60 marks (80% of 75 marks) as per the above criteria shall become eligible for a separate “Summary Presentation” which shall be evaluated for a Presentation Based Technical Score (PBTS), totalling to a maximum of 25 marks. The Summary Presentation shall cover the following:

• Experience of the proposed bidder and deal team.

• Investor's view/sentiments on the Port Industry

• Understanding and positioning of the Company, including proposed equity story (including specifically covering risk to the same, if any) for IPO and Key selling points

• Expected Valuation range including detailed methodology for arriving at the valuation with model and factors that can impact this in the short run

• Pre -Marketing Strategy plan (including how to drive retail presence) and Roadmap of marketing and listing

• Equity Sales, Distribution and Investor Connect

• Minimum Mobilization commitment from your side on this IPO

• Post Issue Market support

• If nominated yourself as Lead Manager, please tell us how you will drive the IPO

Documentary Evidences:

A. Experience in handling similar transactions:

1) The bidder is required to submit the details of the experience in handling similar transaction as per format given in **Annexure-II.**
2) Work Order and Completion Certificate issued by the client, clearly highlighting the details/information submitted by the bidder towards Experience in handling & completing similar transactions as BRLM.
3) Copy of Engagement/Appointment Letter issued by the Client may be accepted in place of Work Order.
4) Along with Completion Certificate, the bidder may submit relevant pages of PROSPECTUS against each Qualifying Job, to highlight the following details:

    - Name of the Issuer,
    - Name of the BRLM,
    - Value of Transaction,
    - Nature of Transaction, and
    - Period of Completion.

B. Experience in handling IPO of Public Sector Undertakings:

1) The bidder is required to submit the details of their experience of IPO of Public Sector Undertakings as per format given in **Annexure-II.**
2) Work Order and Completion Certificate issued by the client, clearly highlighting the details/information submitted by the bidder towards Experience in handling & completing similar transactions as BRLM.
3) Copy of Engagement / Appointment Letter issued by the Client may be accepted in place of Work Order.

4) Along with Completion Certificate, the bidder may submit relevant pages of PROSPECTUS against each Qualifying Job, to highlight the following details:

- Name of the Issuer,
- Name of the BRLM,
- Value of Transaction,
- Nature of Transaction, and
- Period of Completion.

C. Cumulative Funds raised in the market from IPO:

1) List of IPO issues handled as BRLM as per the format in **Annexure-II**
2) A self-certified working sheet showing calculation of total amount raised in IPO transaction.

9. PROCEDURE FOR SELECTION OF BRLMs

9.1 Qualified interested Bidders, meeting the conditions mentioned herein would be required to make a Summary presentation (Maximum of 30 minutes) for the proposed transaction along with details as mentioned under **clause 8** of this tender document, before the Tender committee. Only the Team Leader of the Core Team shall make the presentation.

9.2 The Tender committee would evaluate the bidders on the criteria mentioned in the Proposal Format (refer to **clause 8** above) based on their presentation and submitted proposals.

9.3 The qualified interested bidders who score 80 marks and above will be considered for financial bid opening.

9.4 The Tender committee would open the financial bid in digital mode. The date and time of opening of the Financial Bids will be announced post-completion of the technical evaluation.

9.5 The marks scored by shortlisted BRLMs in the technical evaluation will then be given a weightage of 80. Similarly, the Financial Bids of the BRLMs will be given a weightage of 20. The combined score of Technical and Financial Bids will determine the H1, H2, H3 and so on. The H1, H2 and H3 bidders as determined above would be selected to act as the BRLMs to the issue.

9.6 In the event any selected BRLM declines, is unable to accept, or fails to undertake the appointment, the Company shall have the right to approach the next highest ranked Bidder(s) or any other shortlisted Bidder in its sole discretion ("waterfall mechanism"). The Bid scores shall remain confidential.

9.7 The Company may, if it raises material concerns as to the capability of the Bidder to perform the contract at the offered price, seek clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the tender document. If, after evaluating the price analyses, the Company determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Company reserves the right to reject the Bid Proposal.

9.8 The Company intends to ensure participation of a well-rounded mix of qualifying BRLMs, in relation to this IPO. It is therefore intended that the process adopted for shortlisting of Bidders will strive for a balanced representation of BRLMs. The mix of Bankers would be subject to the sole discretion of the Tender committee based on evaluation.

9.9. **Minimum Quote:** The financial quotation submitted by the bidder shall not be less than 0.5% of the total Issue size. Any quotation below this threshold shall be treated as non-responsive and liable to be rejected. The amount should be mentioned as a percentage of the total issue size.

10. REQUIREMENTS OF FINANCIAL BID

10.1 The fee quoted should be unconditional. The Bidder is required to quote a fee as a percentage (%) of the transaction. Each bidder is required to submit its financial bid as per the format provided in the GeM Portal.

Particulars (Financial bid)	To be Quoted in
Fee for acting as **"Book Running Lead Manager (BRLM)"** to the Public Issue. Appointment of Domestic Legal Counsel ('DLC') for BRLM, if required, will be part of the scope of BRLM. Fees to be quoted inclusive of such services. (Bids in slab format shall be liable to be rejected).	As a % of the total issue size. (upto 2 decimals only)

Note - Bid must be quoted as an inclusive bid and the Company shall not pay any expense other than those mentioned below.

The fee quoted by the Bidder should be inclusive of Goods and Services Tax and out-of-pocket expenses etc. The Goods and Services Taxes should be indicated separately while raising the bills for payment of fee. All bills are to be raised in INR and will be payable in INR only after successful and satisfactory closure of the transaction.

10.2 **Payment Methodology**:

Payments shall be released upon the satisfactory completion of the defined scope of work and achievement of the specified milestones. The Selected

Bidder shall submit a formal invoice along with a Task Completion Report for the relevant milestone, duly acknowledged by the authorized signatory of KPL.

Payment will be processed only after verification and confirmation of completion of the respective milestone by KPL.

i. **Payment Structure:** The actual payment of fees to BRLM shall be as follows:
   - **Left Lead Fee**: 10% of the fee quoted by H1 (Left Lead) would be paid to Left Lead.
   - **Equal Contribution Fee**: 60% of the fee quoted by H1 would be shared equally amongst the BRLMs (including Left Lead).
   - **Subscription based pro-rata Fee**: 30% of the fee quoted by HI would be shared among the BRLMs, in proportion to the overall final bid amount (excluding rejection and withdrawal cases) brought in by each banker (including QIB, NII and retail investors but excluding employees of the company).
   - However, in case the selected BRLMs has/have quoted a lower fee than that quoted by H1, the actual payment to such BRLMs (excluding H1) shall be based on the price offer quoted by them.

The following methodology shall be followed:

- The bid amount brought in by each banker from Non-Institutional Investors (NIIs) and Retail Investors portion will be calculated based on data made available by the RTA (to be certified by all the BRLMs) for allotment of shares.

- The bid amounts brought in by each banker from QIBs will be calculated in following manner:

  a) The BRLMs will submit a list of QIB investors to the Company to be contacted by each BRLM before the filing of RHP. One investor can be allocated to more than one BRLM.

  b) **In case of a QIB investor which was already allocated to BRLM/BRLMs:** Credit will be given to the respective BRLM/BRLMs who was/were allocated the investor under consideration. In case an investor was allocated to more than one BRLM, the credit will be shared equally among all the responsible BRLMs.

  c) **In case of a QIB investor that was not allocated to any BRLM:**

    I. Credit will be given to the BRLM who organized the meeting/call with the investor.

    II. For an unallocated investor with whom the BRLMs had not arranged a meeting/call, credit can be given to BRLM on the basis of a written confirmation (including mail/Bloomberg confirmation/broker code from application form) provided by the authorized representative of the investor to the BRLM.

III. If an unallocated investor does not fall into (I) or (II) mentioned above, credit for such investors will be split equally amongst the BRLMs.

The Company reserves the right to negotiate, modify and finalize the fee structure and payment terms with the appointed BRLMs in the best interests of the Issue. The final commercial terms may differ from the indicative fee proposals submitted during the selection process and shall be mutually agreed between the Company and the respective BRLMs.

For illustration, refer the following Scenarios:

Scenario-1 (When H1 quoted price is L1)

Issue Size	**1200 Cr**

Bidder	**H1**	**H2**	**H3**
Price Quoted	40	50	60
Subscription	40%	30%	30%
Evaluated Price	40	40	40
Payment Terms			
Left Lead Fee (10%)	4	0	0
[illegible] (60%/3)	[illegible]	[illegible]	[illegible]
Subscription based pro-rate (30%)	4.8	3.6	3.6
Actual evaluated Fee	**16.8**	**11.6**	**11.6**

Scenario-2 (When H2 or H3 quoted price is L1)

Issue Size	**1200 Cr**

Bidder	**H1**	**H2**	**H3**
Price Quoted	40	30	50
Subscription	40%	30%	30%
Evaluated Price	40	30	40
Payment Terms			
Left Lead Fee (10%)	4	0	0
Equal Contribution	8	6	8
Subscription based pro-rate (30%)	4.8	2.7	3.6
Actual evaluated Fee	**16.8**	**8.7**	**11.6**
Deemed Evaluated Fee	16.8	11.6	11.6

Scenario-3 (H1 has highest quoted price among all)

Issue Size	**1200 Cr**

Bidder	**H1**	**H2**	**H3**
Price Quoted	60	30	50

Subscription	40%	30%	30%
Evaluated Price	60	30	50
Payment Terms			
Left Lead Fee (10%)	6	0	0
Equal Contribution (60%/3)	12	6	10
Subscription based pro-rate (30%)	7.2	2.7	4.5
Actual evaluated Fee	**25.2**	**8.7**	**14.5**
Deemed Evaluated Fee	25.2	17.4	17.4

10.4 Bidders to note that no drop-dead fee will be payable to any of the Merchant Banker in case the Company calls off the transaction.

10.5 It may be noted that the Bidders cannot prescribe any time limit for validity of the financial bid.

10.6 The fees to be quoted must be inclusive of any out-of-pocket expenses.

a. Additional procedural cost for appointment of counsels (DLC and ILC for the Company), Industry report agency, Statutory auditors, Independent Chartered Accountant (CA) to certify any disclosures in the DRHP/ RHP/Prospectus, Registrar, PR/Marketing Agency, Virtual Data Room charges and any other statutory charges will be borne by the Company.

b. Expenses, other than those specified in the document, pertaining to IPO is to be included in the fee that would form part of the financial bid by BRLMs such as DLC for BRLM, travel & lodging including expenses incurred during roadshows (excluding the travel and lodging expenses of Company/issuer official's which, would be borne by the Company), printing of stationery (forms, DRHP/RHP/Prospectus), including those towards advertising etc.

10.7 Following charges will be reimbursed to BRLM's on actual basis, if any:

a. Syndicate ASBA processing charges,

b. Retail & HNI brokerage charges.

Any other expense requiring reimbursement from KPL shall be incurred only with the prior approval of KPL. The BRLM(s) shall not undertake or commit to any activity that may result in additional reimbursable expenses without obtaining such prior approval.

10.8 The payment shall be made to the firm on milestone basis:

No.	Milestone Stage	Key Activities / Deliverables	Payment from which Component
1	**Project Setup & Commencement of DRHP**	- Inter-se allocation approved by IPO Working Committee/ The Board. - Risk Management Framework prepared - Completion of Comprehensive due diligence work. - Commencement of Drafting of DRHP.	12 % of the Equal Contribution (60%). *(As per **clause 10.2.i)***
2	**Due Diligence & DRHP Filing**	- DRHP prepared & filed with SEBI. - All regulatory filings, certificates & agreements executed - Statutory fee intimation to Company.	12 % of the Equal Contribution (60%). *(As per **clause 10.2.i)***
3	**Marketing, Roadshows & RHP**	- Investor communication strategy & presentations finalised - Domestic + International roadshows completed - Anchor book built as per SEBI regulations - RHP filed with SEBI - Statutory and other IPO advertisements finalised & released	12 % of the Equal Contribution (60%) + 3 % of the Left Lead Fee (10%) *(As per **clause 10.2.i)***
4	**Book Building, Pricing & Issue Closure**	- Electronic book building process managed - Final pricing of Issue and investor category discounts determined - Issue successfully closed - Underwriting completed as per SEBI ICDR Regulations	12 % of the Equal Contribution (60%) + 3 % of the Left Lead Fee (10%) *(As per **clause 10.2.i)***

5	**Post-Issue, Listing & Initial Support**	- Allotment, refunds and listing completed on NSE & BSE - Initial post-listing investor relations support and handling of investor queries provided	Subscription-based Pro -rata (30%) *(As per **clause 10.2.i)***
6	**Final Completion & Handover**	- All post-issue formalities completed as per SEBI regulations - All pending regulatory filings completed - Risk management framework closed - Final Completion Certificate issued by the Company / IPO Working Committee	Remaining Equal Contribution + Remaining Left Lead fee *(As per **clause 10.2.i)***

11. TENURE

The date of commencement of the assignment shall be as intimated in writing by KPL.

The assignment shall be for the period of 12 months from the date of commencement of the assignment/till the completion of scope of work/listing of shares in the Stock Exchange(s), extendible by the competent authority of KPL if deemed necessary as mutually agreed between the parties.

12. PERFORMANCE SECURITY

The Selected bidder appointed as Left Lead BRLM shall deposit 5% of the awarded value by furnishing Bank guarantee or DD to KPL in the prescribed form given in **Annexure V.** The performance security paid by the appointed/successful bidder shall be refunded upon successful completion of the works mentioned in the tender document.

13. ACCOUNTABILITY

The Book Running Lead Managers (BRLM) shall be accountable with respect to the following:

13.1 Holding valid registration certificate throughout the duration of the IPO in accordance with the provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended from time to time;

13.2 All the responsibilities indicated in Scope of work and any other activities that the Book Running Lead Managers (BRLM) may perform in connection with the IPO (including conducting road shows/investors' meet); and

13.3 All the other obligations it is required to undertake in accordance with the applicable provisions of the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (including undertaking necessary due diligence) and the terms and conditions of the transaction agreements entered into with the BRLM in connection with the IPO.

13.4 Within 10 (Ten) working days from the date of issuance of the appointment letter, each selected BRLM shall submit to the Company/IPO Working Committee the following: a) A detailed Plan of Action outlining all responsibilities and tasks to be undertaken in connection with the IPO; b) Details of inter-se allocation of responsibilities among the BRLMs (including affiliates); c) A separate list of potential domestic and international investors to be approached; d) A strategy for reaching out to retail investors.

The above submissions shall be reviewed by the IPO Working Committee/ Company. The BRLMs shall incorporate any modifications suggested by the Company and resubmit the revised documents within the timeline specified by the Company. Once accepted, these shall become binding on the BRLMs.

13.5 The selected BRLMs shall provide regular progress updates as decided by the IPO Working Committee/Company on the implementation of the approved Plan of Action, tasks undertaken, follow-ups, and the course of action for the forthcoming period.

13.6 The selected Left Lead Book Running Lead Manager (BRLM) shall enter into an inter-se agreement with the other appointed BRLM(s), setting out, inter alia, the allocation and division of responsibilities and scope of work, fee-sharing arrangements, coordination mechanisms, liabilities, and such other terms as may be mutually agreed among the BRLMs. A duly executed copy of the inter-se agreement shall be furnished to Kamarajar Port Limited within such period as may be specified by the Company.

13.7 During the tenure of appointment of the BRLM(s) for this mandate, in case the Company and Selling Shareholders (in their sole discretion) understand or learn that due to any material adverse development(s) relating to the selected BRLM(s) specifically, that may in any manner whatsoever affect the ability of such selected BRLM(s) to fully deliver on the Scope of Work (either in part or whole) as mentioned in **clause 3** of this RFP, or if the Company and Selling Shareholders (in their sole discretion) believe that any of the appointed BRLM(s) are deficient in any manner and/or are not able to perform to the satisfaction of the Company and Selling Shareholders in terms of the scope of work in any manner, then the Company and Selling Shareholder(s) (in their sole discretion) shall have the right to terminate the appointment of such BRLM(s) without assigning any reasons for the same and consequently the Company and Selling Shareholder(s) (in their sole discretion) may, either reallocate the work entrusted to such BRLM(s) whose services are so terminated or whose services are deemed to be deficient in any manner, to other BRLM(s).

14. DISCLAIMERS

The RFP is not a recommendation, offer or invitation to enter a contract, agreement, or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, to assist them in responding to this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential Bidders, potential Bidders however may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible to seek the information required from the Company. The Company reserves the right to provide such additional information at its sole discretion. To respond to the RFP, if required, and with the prior permission of the Company, each Bidder may conduct their own study and analysis/assessment and seek its own professional, technical, financial, and legal advice, as may be necessary.

14.1 No legal relationship

No binding legal relationship will exist between any of the Bidders and the Company until execution of a contractual agreement with the successful Bidder.

14.2 Evaluation of Offer

Each Bidder acknowledges and accepts that the Company may, in its absolute discretion, apply any additional criteria as it deems appropriate in the selection of the BRLM, not limited to those selection criteria set out in this RFP.

14.3 Disqualification

Any form of canvassing/lobbying/exercise of influence/cartelization etc. by the Bidder will result in disqualification of such Bidder.

In case it is found during the course of the transaction or at any time before award of the assignment or after its execution and during the period of subsistence or after the period thereof, that one or more of the terms and conditions laid down in this Request for Proposal has 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 Merchant Banker/ selling broker. Also, if the Selected Bidder has already been appointed as the Merchant Banker/selling broker, as the case may be, the same shall, notwithstanding anything to the contrary contained in this RFP, be liable to be terminated, by a communication in writing by the Company to the Selected Bidder without the Company being liable in any manner whatsoever to the Selected Bidder. This action will be without prejudice to any other right or remedy that may be available to the Company under the bidding documents, or otherwise. However, before terminating the assignment, a show cause notice stating why its appointment should not be terminated would be issued giving it an opportunity to explain its position.

14.4 Confidentiality

The information contained in this document is confidential. The Bidder shall not share this information with any other party not connected with responding to this RFP. The information contained in this RFP or subsequently provided to Bidder(s) in writing by or on behalf of the Company shall be subject to the terms and conditions set out in this RFP and any other agreement/contract to be executed by the Company.

14.5 No representation or warranty by the Company

The Company makes no representation or warranty and shall incur no liability under any law, statute, rules, or regulations on any claim the potential bidder may make in case of failure to understand the terms and requirements of this RFP and responds to the RFP.

The Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP and specify additional requirements or cancel this RFP at any time without assigning any reason there of and without any notice, at its sole discretion. All such changes or events will be uploaded on the Company's website at https://kamarajarport.in/ Interested parties are advised to regularly refer the URL mentioned above.

While due care has been taken in the preparation of this document, the Company will not be held responsible for any inaccuracy in the information provided herein. The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of all such information contained in the RFP.

It is the Bidder's responsibility to examine this RFP; examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response to the RFP; and satisfy itself as to the completeness, correctness, and sufficiency of all the information contained in its response to the RFP.

14.6 Company's Discretion

i) The Company may at its sole discretion select and appoint such number of Merchant Bankers (at least 3) as it deems fit with requisite experience in capital market issues, who together will form a team and be called BRLMs. The BRLMs, in consultation with the Company, will form a syndicate as required under the SEBI Guidelines/Regulations.

ii) The Company shall be under no obligation to act upon the advice rendered by the Merchant bankers for the appointment of the BRLMs and other intermediaries. The appointment made by the Company shall be final and binding on all the Bidders.

iii) In case, if there is substantial change in the composition of the Team handling the IPO of the Company which can significantly affect its execution, the Company reserves its right to terminate the agreement without any cost to Company.

For Kamarajar Port Limited

Sd/-

Authorised Signatory

26.08.2026

ANNEXURE-I

FORMAT OF CERTIFICATE

This is to certify that the fee quoted by us for engagement as Book Running Lead Managers (BRLM) for Initial Public Offering by Kamarajar Port Limited is in accordance with the terms and conditions laid down in the Request for Proposal and as displayed on the website of Kamarajar Port Limited/GeM Portal is unconditional.

Seal with signatures of authorized signatory of the BRLM

ANNEXURE-II

DETAILS OF EXPERIENCE FOR IPO MANAGED AS BRLM* BETWEEN 01.04.2021 – 31.03.2026

Parameters	**01.04.2021 – 31.03.2026**			**Documents for Upload**
	Name of the entity	**Date of Issue**	**Value (Rs Crores)**	
Domestic/International Equity Public Offerings	1			1. Work order/ copy of engagement letter and Completion certificate issued by the client 2. Along with completion certificate bidder may submit relevant pages of PROSPECTUS against each Qualifying Job, to highlight the following details a. Name of the issuer b. Name of the BRLM c. Value of the transaction d. Nature of transaction e. Period of Completion
	2			
	3			
	4			
	5			

*Details of experience as per each criteria mentioned in Clause 8 shall be given separately in the above format.

Annexure - III

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (hereinafter referred to as "**Agreement**") is entered into on this **[Date]** Day of **[Month]** of **[Year]** ("Effective Date") by and between the following parties:

Kamarajar Port Ltd (KPL), a Company incorporated under the Companies Act, 1956, having its Registered office at **2nd Floor (North Wing) & 3rd Floor, Jawahar Building, 17, Rajaji Salai, Chennai – 600 001** (hereinafter referred to as "Client")

And

________________________, category I SEBI registered merchant banker, having **Office at**_____________________________, India (hereinafter referred to as "_____________");

_____________and **Client** are collectively referred to as the "Parties" or individually as a "Party" as the context may require.

Both Parties hereby agree as follows in relation to Confidential Information to be disclosed by the Client to _____________for acting as Book Running Lead Manager of KPL IPO. (**Tender No. KPL/CS/IPO/2//2026** dt________) (herein after referred to as the "**Project**"):

1. Confidential Information to be disclosed by Client under this Agreement can be described as and including but not limited to all information related to Board Meeting(s)/Committee Meeting(s).

   In addition to the above Confidential Information shall also include other Confidential and/or Sensitive Information which is disclosed by the Client to _____________

   - All information/communication in writing or other tangible form (including oral) received from the Client, shall be labelled or marked as "Confidential" at the time of its delivery by _____________

2. Confidential Information which has been disclosed by the Client to _____________

has to be protected under this agreement and shall be used only for the purpose of the Project on need-to-know basis and shall not be used for competitive use by ____________.

3. This Agreement shall be valid for 12 months from the Effective Date/completion of scope of work whichever is later provided that on extension of tenure this agreement shall be valid for another 12 months from the effective date of extension and obligations under this Agreement shall survive the termination of this Agreement for a period of Five (5) years, unless earlier waived in writing by the Client.

4. ____________undertakes and agrees that any Confidential Information disclosed hereunder shall be used by ____________solely for the purpose of the Project and ____________will not disclose or disseminate such Confidential Information to anyone, except to its partners, directors, consultants, employees and advisers ("Authorized Personnel") who have a need to know such Confidential Information for the purpose for the Project.

5. Confidential Information shall not include information which:
   a. is publicly available or has become generally available to the public other than as a result of a breach of this Agreement;

   b. was already lawfully known (without restriction on disclosure) to ____________ (including its Authorized Personnel) prior to its being so furnished by the Client;

   c. has become available to ____________ (including its Authorized Personnel) on a nonconfidential basis from a source other than the Client unless to the knowledge of ____________such sources owes a duty of confidentiality to the Client;

   d. has been independently developed, by or for ____________without reference to the Confidential Information; or

   e. is required to be disclosed to any government department, regulatory body, or any other party that is entitled to know such information in accordance with legal or regulatory requirements, any applicable law, rules or regulations, professional duty or where disclosure is made in connection with any claim by _____________or in connection with any claim or potential claim against _____________with intimation to the Client

6. _____________shall use all reasonable safeguards against the unauthorized disclosure of Confidential Information and shall use reasonable endeavours to ensure that all of its Authorized Personnel having access to Confidential Information adhere to the terms of this Agreement.

7. Upon expiration of this Agreement or sooner upon written request of the Client, all Confidential Information in the possession of _____________shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, _____________may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations with prior information being made to the client.

8. It is understood that this Agreement is not intended to, and does not, obligate either party to enter into any further agreements or to proceed with any relationship or other transaction.

9. Any failure or delay by either party in exercising any right, power or privilege hereunder shall not constitute a waiver hereunder nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.

10. This Agreement supersedes any prior such agreement. The Agreement cannot be amended in any manner, modified except by a written instrument signed by authorized representatives of both Parties.

11. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

12. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Client shall have adequate remedy in money or other remedy available under the law in force.

13. The Agreement and all matters relating to this Agreement shall be governed by, and interpreted and construed in accordance with the Indian Law and the courts

in Chennai shall have exclusive jurisdiction over all matters, disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have executed this

Agreement on the date first above written.

Signed for and on behalf of

____

Name	:	
Designation	:	
Date	:	
Company Stamp	:	

Signed for and on behalf of

Kamarajar Port Limited.

Name	:	
Designation	:	
Date	:	
Company Stamp	:	

Annexure – IV (To be uploaded online)

DRAFT INTEGRITY PACT

(The Integrity Pact agreement shall be executed in Rs 200/- non judicial stamp paper 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 "THE PRINCIPAL" / "EMPLOYER"

AND

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

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 Contractor/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 PRINCIPAL/EMPLOYER 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 / CONTRACTORs 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 PRINCIPAL/EMPLOYER 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 PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer 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 / CONTRACTOR, 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 PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERs / CONTRACTORs alike, and will provide to all BIDDERs / CONTRACTORs the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER 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 PRINCIPAL/EMPLOYER 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 Bharatiya Nyaya Sanhita/ 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 / CONTRACTOR

The Bidder / Contractor 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 /Contractor will not enter with other Bidder / Contractors 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/Contractor will not commit any offence under the Bharatiya Nyaya Sanhita, 2023/ Prevention of Corruption Act, 1988 further the Bidder / Contractor 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 / Contractor 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 Principal/Employer, 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/Contractor 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 Principal/Employer 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 / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

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

vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor 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 Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, 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 / Contractor, 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 Principal/Employer 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 / Contractor 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 / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

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

xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term "relative" for this purpose would be as defined under Companies Act, 2013.

xv. The Bidder / Contractor 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 Principal/Employer.

Previous Transgression

The Bidder / Contractor 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 / Contractor's exclusion from the tender process. If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor 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 / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / Employer 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 / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.

(ii) Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER 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 / CONTRACTOR.

(iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER 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 / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.

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

(vii) To debar the BIDDER / CONTRACTOR 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 PRINCIPAL/EMPLOYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(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 PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.

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

(xi) The Bidder / Contractor 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 / Contractor 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 PRINCIPAL/EMPLOYER 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 / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Bharatiya Nyaya Sanhita, 2023 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.

(xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER /

CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER / CONTRACTOR 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 / CONTRACTOR 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 / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

Independent Monitors

The Principal/Employer 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)
9968607788
jatinderbir@gmail.com

2. Shri. Muvvala Kondala Rao, IFoS (Retd)

201, Kalakunj-B Cooperative Society,
Lane 6, Dahanukar Colony,
Kothrud, Pune - 411038,
Maharashtra
9422161512
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 / CONTRACTOR(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 / CONTRACTOR. The BIDDER / CONTRACTOR 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 / Contractor / Subcontractor(s) with confidentiality.

(f) The Principal / Employer 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 Contractor. 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 Principal / Employer / Chief Vigilance Officer of Kamarajar Port Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor 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 Bharatiya Nyaya Sanhita, 2023 / Prevention of Corruption Act,1988 and the Principal / Employer 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 PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER /

CONTRACTOR and the BIDDER / CONTRACTOR 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.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Law and Place of Jurisdiction

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

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 / Contractor including warranty period whichever is later. In case Bidder / Contractor 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.

Equal treatment of all Bidders / Contractors /Sub-Contractors

(a) The Bidder / Contractor undertake to demand from all subcontractors 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 / Contractors and Sub-Contractors.

(c) The Principal will disqualify from the tender process all Bidder /

Contractors who do not sign this pact or violate its provisions.

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

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

Annexure V

FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized/Scheduled Bank in India)

From:
…………………………………
…….Name and Address of the Bank…..
………………………………

To:
Company Secretary,
Kamarajar Port Limited
2nd Floor (North Wing) & 3rd Floor, Jawahar Building,
17, Rajaji Salai,
Chennai – 600 001
Tamil Nadu

This DEED OF GUARANTEE executed at ……………..by …………………. (Name of the Bank) having its Head/Registered Office at ………………………………. (hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of

Kamarajar Port Limited (hereinafter called "the KPL") having its registered office at, 2nd Floor (North Wing) & 3rd Floor, Jawahar Building, 17, Rajaji Salai, Chennai – 600 001 which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s ……………………………………….…(Name of Bidder/contractor, if individual, or the Lead member in case of a Consortium/Joint Venture)…………………….., (hereinafter called 'the Contractor" which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the contract of "Book Running Lead Managers (BRLM) for Proposed initial public offering" hereinafter called to as "the Contract") and the KPL has issued Letter of Acceptance for Award of Contract to the Successful bidder.

WHEREAS the KPL has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs……………………..…(Rupees ……………………….……only) by way of Security for execution of the Contract Agreement for the Contract within a period of ………..days from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

NOW THIS DEED WITNESSETH that in consideration of the premises, we ……………..Bank hereby guarantees as follows:

The Successful bidder shall execute the Contract Agreement before ……..(date) and shall perform the contract of "Book Running Lead Managers (BRLM) For Proposed Initial Public Offering"

i. in accordance with the bid documents .

ii. We, the Guarantor, shall without demur, pay to the KPL an amount not exceeding Rs………………(Rupees……….only) within three (3) days of receipt of a written demand thereof from the KPL stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.

iii. The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Company is disputed by the Successful bidder or not.

iv. This Guarantee shall be valid and shall remain in force for a period of Twenty-Four (24) months and Defect Liability Period of twelve (12) months i.e., up to and inclusive of ……….(date).

v. In order to give effect to this Guarantee, the KPL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the KPL or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the KPL against the Successful Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the KPL or any indulgence by the KPL to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

vi. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.

vii. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ……………

viii. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

ix. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs.______ (Rupees____________ only);
b) This Bank Guarantee shall be valid up to _______________; and
c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _________________(date of expiry of guarantee).
d) This Guarantee is **encashable at Chennai** (Name of the Branch and address to be given).

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Date: …………
Place: …………

………………………………………….
(Signature of Authorized person of Bank)

………………………………………….
(Name in Block letters)

………………………………………….
(Designation)

(Address)………………………..

Bank's Seal

Authorization No………………………

Witness:
1. Signature
Name & Address & Seal

2. Signature
Name & address & Seal