REQUEST FOR PROPOSAL (“RFP”) SELECTION OF DOMESTIC LEGAL COUNSEL (DLC) TO THE COMPANY FOR THE **PROPOSED INITIAL PUBLIC OFFERING**

RFP Reference No: **KPL/CS/IPO/04/2026** Dated: 01.09.2026

Note: This request for proposal to engage Domestic Legal Counsel by the company for the proposed Initial Public Offering of the company is issued to the Domestic Legal firms to act as a legal counsel to the company, for the proposed initial public offering. This document is meant for the exclusive purpose of Bidding/submitting proposals as per the Specifications, Terms, Conditions and Scope of work as indicated herein and shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.

The Company reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders, and such amendments shall be binding on them. Further, the Company also reserves the right to accept or reject any or all of the responses to this RFP without assigning any reason(s) whatsoever and without any cost or compensation there for.

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DISCLAIMER

This Request for Proposal (RFP) is not an offer by Kamarajar Port Limited (“KPL”/ “the Company”/ “Issuer”), but an invitation to receive proposals from interested eligible bidders for engagement as Domestic Legal Counsel (“DLC”/“Bidder”) to the Company for the proposed listing.

No contractual obligations whatsoever shall arise from the RFP process unless and until a Letter of Award has been executed between the company and the Service Provider/Successful Bidder.

This RFP is being issued with no financial commitment, and the company reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the same at any stage.

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 June 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 ("KPL" or "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. 1200 crores. However, the structure of the issue, 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 Domestic Legal Counsel for the Company 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 reputed Domestic Law Firms/Companies, independently and not in Consortium, with suitable & relevant experience and expertise in handling domestic capital market issues including Initial Public Offer (IPO), OFS, Further Public Offer (FPO). The Domestic Law Firm will act as the Domestic Legal Counsel (DLC) to the Company for the issue and should submit proposals, with similar experience and expertise in Public Offerings in capital markets.

2.3 The DLC must have extensive relevant experience and expertise in handling public offerings and fulfilling eligibility criteria to assist and advise the Company in the entire IPO process.

2.4 The Scope of Work (SoW) of Domestic Legal Counsel to the Company is detailed under **Clause 3** of the RFP. The scope of work is indicative and not exhaustive. The decision of the Company would be final in this regard.

2.5 Interested Bidders are advised to go through the entire RFP before submission of bids and if eligible, furnish requisite certificate on the letterhead of the bidding firm as per the format provided in **Annexure- I** of this tender document, duly signed and stamped by the authorized person, as a part of the Proposal. In case the certificate is not appropriately signed, digitally or otherwise, the proposal may be rejected by the Company.

2.6 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 (SoW) is detailed below:

The DLCs 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, the Companies Act 2013 and other relevant statutes and guidelines, as amended and applicable domestic and international legislations, including but not limited to, as mentioned below:

1. Conducting legal and secretarial due diligence (i.e., review of all legal documents, material/business/financial contracts, litigations, etc.) of the Company, advising and assisting the Company in fulfilling its statutory, regulatory obligations on applicable Indian legal/regulatory issues, identifying and obtaining the consents and approvals required from various parties, agencies, including prospective Selling Shareholders, in connection with the proposed issue and reviewing the forms of such consents, approvals and intimations, as may be required.

2. Attending organizational, due diligence and drafting sessions and conference calls with representatives of the Company, its Auditors, Book Running Lead Managers ("BRLMs") and other relevant advisors and parties, including bring-down due diligence calls from time to time.

3. Drafting the publicity restriction guidelines under Indian laws applicable to the proposed issue and advising on publicity issues.

4. Providing all other legal advice and written opinions, including comprehensive advice on research publication and dissemination, statutory and corporate advertisement (in English and Hindi language as may be decided) in connection with the Offer as may be required.

5. Reviewing and commenting on publicity materials, including issue advertisements.

6. Providing legal sign-off on announcements regarding events during the issue period.

7. Review of press reports in relation to media compliance obligations.

8. Drafting of the Draft Red Herring Prospectus/Updated Red Herring Prospectus/Red

Herring Prospectus/Prospectus (together the "Offer Documents") for filing with SEBI, Stock Exchanges and periodic updates to the DRHP until the same are finalised and filed with Registrar of Companies.

9. Reviewing the Draft Red Herring Prospectus/Red Herring Prospectus/Prospectus.

10. Drafting and preparing information check list.

11. Assistance in review of the Offer Documents and ensuring that all legal descriptions are complete and accurate including the primary responsibility for drafting the non-business sections of the Offer Documents.

12. Incorporate comments from the Company and each of the Book Running Lead Managers (BRLMs), as appropriate, and assist in periodic updates of the Offer Documents until it is finalised and filed with SEBI.

13. Drafting or reviewing, as the case may be, the board and shareholders' resolutions required by the Company for the proposed transaction.

14. Reviewing the Memorandum and Articles of Association and drafting modifications for compliance with the stock exchange requirements.

15. Reviewing the cover letter for SEBI and the stock exchanges and the SEBI checklist for the purposes of ensuring compliance of the disclosure with SEBI requirements and the requirements of the Bombay Stock Exchange Limited ("BSE") and the National Stock Exchange of India Limited ("NSE"), if any, and the verification of the Draft Red Herring Prospectus against the said checklist.

16. Certification that the Offer Documents comply with all applicable statutes and Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations, 2018"), including the Companies Act, 2013 and other relevant statutes and guidelines, as amended and that all disclosures required thereunder have been made. This certificate is to be issued at the time of filing of the offer Documents.

17. Reviewing and finalizing the employee share schemes (including ESOP) and their related documents like grant letters and such other documents as required to be formulated by the Company in Compliance with the relevant SEBI Regulations and the Companies Act.

18. Drafting the responses to comments/queries received from or forwarded by the SEBI, BSE and NSE any other regulatory authority, etc., until the completion of all activities relating to public offering and listing of the Equity Shares on the Stock exchanges, including investor complaints/queries, etc.

19. Drafting amendment agreements to any existing shareholders' agreements of the Company, if necessary.

20. Reviewing the forms of the closing certificates, due diligence certificates, consent letters from third parties and assisting with the closing of the proposed transaction.

21. Assisting in the preparation of or reviewing, as the case may be, the applications forms, abridged prospectus, allotment advice and other offering material, as required.

22. Providing all other legal advice and written opinions, including comprehensive advice on research publication.

23. Issuance of customary filing and closing opinions and letters to the BRLMs.

24. Assisting in the preparation of drafts of any applications to any regulatory authority for approvals in relation to the proposed transaction, if any.

25. Drafting, advising, filing and assisting throughout whole of the process of filing the regulatory application(s) including any clarifications thereof, with the Registrar of Companies (ROC), SEBI, or/and any other regulatory authority(s) thereof;

26. To ensure the procedures stipulated in the Companies Act 2013, SEBI (ICDR) Regulations 2018, SEBI (LODR) Regulation 2015, Securities Contracts (Regulation) Rules, 1957 or any other Acts, Rules, Regulations etc., including any modifications or amendments thereof for the time being in force, are complied and completed within the timelines.

27. Assisting, drafting and providing comments/clarifications in relation to policies to be adopted by the Company as required under Companies Act 2013, SEBI (ICDR) Regulations 2018, SEBI (LODR) Regulation 2015, Securities Contracts (Regulation) Rules 1957 or any other Act, Rules, Regulations etc., including any modifications or amendments thereof for the time being in force, are complied and completed within the timelines.

28. Prepare and maintain the legal transaction bible comprising all legal due diligence records, legal opinions, certificates, material legal documentation and supporting documents prepared by or provided through the Domestic Legal Counsel and assist the Company and the BRLM(s) in compiling and furnishing the due diligence repository in accordance with SEBI Circular No. SEBI/HO/CFD/CFD-TPD-1/P/CIR/2024/170 dated December 5, 2024, within the prescribed timelines.

29. Due diligence certificate in a format and coverage similar to certificate under section 10 b-5 of Securities Exchange Act of 1934 provided for global transactions including submission of Due Diligence Report.

30. Review of all statutory compliances.

31. Drafting and negotiating (on behalf of the Company) the Registrar Agreement and the Advertising Agency Agreement.

32. To interact with the Company's IPO working Committee/Board/current shareholders of the Company on any matter incidental to the above.

33. Interacting with the Company, Selling Shareholder along with the BRLMs to explain and agree upon the due diligence information and documentation requirement.

34. Review of various agreements and material documents entered by the Company.

35. Reviewing and finalizing the standard due diligence certificates and additional certificates required from the Selling Shareholder.

36. Assisting the Company in relation to applicable corporate governance framework,

including adopting applicable SEBI LODR policies, constituting the committees and review of KYC, watch out investors, CIBIL reports and other public searches provided by the Company;

37. Reviewing the standard due diligence certificates and additional certificates relating to consents required from various parties for the Offering.

38. Review of Company's litigation (against and by the Company) and litigation relating to directors, promoter companies, subsidiary companies, joint ventures (if any) and/or any other requirement in compliance of SEBI.

39. Drafting, reviewing, negotiating, and advising on agreements relating to the appointment of the Registrar to the Offer, Advertising Agency, Monitoring Agency and other intermediaries in connection with the Offer.

40. Review and negotiating agreements (on behalf of the Company and Selling Shareholder) relating to the Offer (syndicate agreement, underwriting agreement, cash escrow agreements, share escrow agreement, agreement with Bankers etc).

41. Drafting and review of applicable exemption letter to be submitted to SEBI/Stock Exchanges/any other regulatory authority.

42. Drafting of any waiver agreement to the extent applicable and reviewing any shareholders agreement and arrangement.

43. Giving advice, consulting, holding discussions with the BRLMs during the Offer process including pricing, marketing of the Offer, book building and settlement.

44. Analysis of legal, tax and risks involved in the IPO process and providing solutions as required.

45. Providing legal clearance on all issue material viz. Draft Red Herring Prospectus, Red Herring Prospectus, Prospectus, Abridged Prospectus, Application form, Public Notices, Bid Forms, Confirmation of Allocation Notes etc.

46. Coordinating and communicating with other parties involved in the Offer, including the officers and other management personnel of the Issuer, the auditors, the independent chartered accountant and legal counsel(s) to the Issuer.

47. Drafting of any application to regulatory authorities as may be necessary for the purpose of IPO from the Company and selling shareholders' perspective.

48. Reviewing documents in relation to loan facilities to identify lender consent requirements as may be necessary for the Public Offering.

49. Assistance with preparation of the data room.

50. Providing advice on the duties and actions of the Offeror, including drafting of any applications, letters, certificates etc. in connection with the Offer.

51. Providing advice in relation to the offer pertaining to domestic regulations. Assisting with respect to Closure of Offer.

52. Co-ordination with International Legal Counsel for review of the International "wrap" and giving inputs from Indian Law perspective, drafting publicity restriction guidelines applicable to the Offering and advising on publicity issues.

53. Any other matter connected with the proposed Public Offering.

4. ELIGIBILITY CRITERIA

4.1 The domestic legal counsel to the Company should have advised, handled and completed following:

- The bidder should have successfully completed at least one Domestic Capital Market transaction (IPO/FPO/OFS) (Public Sector Undertakings/Public Sector Banks/ Private Sector Companies)of an issue size of ₹1,000 crore or more during the last five years, i.e., from 01.07.2021 to 30.06.2026.
- The bidder should have successfully completed at least one Domestic Capital Market transaction (IPO/FPO/OFS) for a Public Sector Undertakings/Public Sector Banks, in the Indian market during the last 7 years i.e. 01.07.2019 to 30.06.2026.

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

4.2 The bidding DLC should not have been prohibited by any regulatory authority in offering such services and should not have ever been blacklisted/debarred by any Authority in the past.

4.3 The bidding DLC should give an undertaking that no action has been initiated against them by SEBI/CVC/RBI or any other government/statutory agency with regard to any financial irregularities etc. This declaration is required for the last five years i.e., 1st July 2021 to 30th June 2026.

4.4 The selected DLC would be required to sign a Non-Disclosure Agreement and an Integrity Pact with the Company. Failure to sign the same would make their appointment null and void. The Non-Disclosure agreement and Integrity Pact is given in **Annexure-IV** and **VI.**

4.5 The interested Bidders should not have any conflict of interest in any manner whatsoever with the Company, which is prejudicial to its interests, and the decision of the Selection Committee of the Company regarding the same shall be final and binding.

4.6 The interested Bidders should not be representing any natural person, company, corporation, partnership, proprietorship, Hindu undivided family, trust, or any other entity that may be treated as a person under applicable law, in any legal proceedings against the Company which in the sole discretion of the Selection Committee of the Company is prejudicial to its interests, and the decision of the Selection Committee of the Company regarding the same shall be final and binding.

5. SUBMISSION OF PROPOSAL

Proposals are required to be submitted online only through the Government e Marketplace (GeM Portal) in accordance with the instructions to bidders available on the respective portal and as per the format provided in the GeM portal.

Physical submission of bids in any form (including hard copies, sealed envelopes, or by post/courier) is not allowed and shall be summarily rejected.

5.1 Bidders shall submit their Unconditional 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**);
III. Bidder must submit an undertaking to have undertaken IPO assignments, as given in **Annexure II**
IV. Certificate/Declaration/Non-Disclosure Agreement/Undertaking as per **clause 4** above and **Annexure IV.**
V. PAN, GST Certificate and Certificate of Incorporation

b) **Financial Bid** as per the 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 for submission of online bids on 23rd 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. Roopa R, Company Secretary & Compliance Officer, Email ID: cs@kplmail.in and Shri. Senthil N, Chief Manager (Finance), Email ID: senthil@kplmail.in

5.5 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 Selection Committee on the selection of the DLC to the Company shall be final.

5.6 The Applicant submitting a bid pursuant to this Tender for appointment as **Domestic**

Legal Counsel shall not be eligible to participate, either directly or indirectly, in any tender, request for proposal, empanelment process, or similar procurement process issued by the Company for appointment of **International Legal Counsel** in relation to the IPO.

The Company reserves the right to seek declarations, undertakings, and supporting information from bidders to verify compliance with this requirement and to disqualify any bidder found to have breached or misrepresented its compliance with this clause.

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, Tamil Nadu, India, 600001 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. Roopa R, Company Secretary & Compliance Officer, 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				

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 9th 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	1^{st} September 2026
Last date of submitting queries	9^{th} September 2026
Pre-Bid Meeting Date (2^{nd} & 3^{rd} Floor, Jawahar Building, 17, Rajaji Salai, Chennai - 600 001)	16^{th} September 2026 (11A.M)
Last Date of Proposal Submission	23^{rd} September 2026
Opening of Technical Bid	23^{rd} September 2026
Presentation By Bidders	To be communicated later

8. SCORING METHODOLOGY

Proposals should be submitted in detail as specified in the following sections. Each criterion for evaluating the DLC to the Company is assigned a mark as indicated in these sections. The technical evaluation will be based on a total mark of 100.

Selection	Description	Max Marks	Scoring Methodology	Score	Documents to be submitted
A	**Experience and Capabilities in handling public offering**	20	The law firm should have 10 years of experience since establishment.	10	i) Self-certified declaration along with supporting documents showing continuous legal practice for 10 years. ii) Bar Council Enrolment Certificate showing date of enrolment. iii) Certificates of Practice (CoP) of the partner issued by the respective State Bar Council/Bar council of India wherever applicable
			The Lead Partner (1) has experience of minimum 10 years in full-time practice and should have handled IPO transactions.	10	
		10	Previous experience of the Law Firm in handling Public Sector Undertakings/Public Sector Banks by way of IPO/FPO during last 7 years i.e. 01.07.2019 to 30.06.2026. Also share the undertaking mentioned under **Annexure-V.** (5 marks for each company).	5x2	i) Self-Certification on list of PSU assignments handled. ii) Completion certificate/mail confirmation from client/other supporting documents evidencing the work.
		30	Total number of completed domestic Initial public offerings (IPO) handled as Legal Counsel, in respect of issue size of Rs. 1000 Crore or more during last 5 years i.e. 01.0.2021 to 30.06.2026, are		Documentary evidence along with **Annexure V** such as engagement letters, completion certificates, client certificates, or relevant extracts evidencing assignment handled.

			to be furnished in the format given in **Annexure V**, in the respective bids. (Public Sector Undertakings/Public Sector Banks/Private Sector Companies).		
			Issue handled>5	30	
			Issue handled upto 5	25	
			Issue handled upto 3	20	
			Issue handled less than 3	15	
B	**Infrastructure and Manpower**	5	The law firm should have adequate infrastructure and capability for handling time bound IPO activities.	5	Self-declaration detailing Infrastructure and manpower strength.
		15	**Team Strength & Commitment:** Commitment of the Core Team:		Certified CVs of the core team proposed to be assigned for the deal detailing qualification, list of IPOs handled and relevant years of experience.
			More than 7 professionals in the core team proposed for Company's IPO.	15	
			More than 5 and up to 7 professionals in the core team proposed for Company's IPO.	10	
			More than 3 and up to 5 Professionals in the core team proposed for Company's IPO.	5	
Total		**80**		**80**	

9. PROCEDURE FOR SELECTION OF DLC TO THE COMPANY

9.1 The Selection Committee would evaluate the bidders on the criteria mentioned in Proposal Format (refer **clause 8** above) based on their proposals received, the Selection Committee would shortlist Domestic Law Firms scoring above 60 marks out of total 80 marks.

9.2 Qualified Bidders, meeting the eligibility criteria and scoring above 60 marks would be required to make a summary presentation (Maximum of 30 minutes) which shall be evaluated for a Presentation Based Technical Score (PBTS), totalling to a maximum of 20 marks, for the proposed transaction, before the Selection Committee. Only the Team Leader of the Core Team shall make the presentation.

9.3 The Presentation should cover:

(i) understanding of the assignment.

(ii) understanding of Regulatory Framework.

(iii) proposed methodology & execution plan.

(iv) team composition & availability.

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

9.5 The Selection 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.

9.6 The marks scored by shortlisted Domestic Law Firms in the technical evaluation will then be given a weightage of 80%. Similarly, the Financial Bids of the Domestic Law Firm's will be given a weightage of 20%. The combined score of Technical and Financial Bids will determine the H1 (Domestic Law Firm scoring highest marks), H2, H3 and so on.

The bidder scoring the highest marks (H1) based on the above principles would be selected for this requirement.

9.7 In the event any selected DLC 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.

9.8 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 analysis 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 analysis, 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.

10.REQUIREMENTS OF FINANCIAL BID

10.1 The fee quoted should be unconditional. The Bidder is required to quote a fixed price for the desired scope of work. Each bidder is required to submit its financial bid as provided in the GeM Portal. The applicant has to furnish an unconditional acceptance to the Terms and Conditions of this 'Proposal for Engagement' document.

Particulars (Financial bid)	To be Quoted in
Fee for acting as **"Domestic Legal Counsel (DLC)"** to the Public Issue. (Bids in slab format shall be liable to be rejected).	(Lump sum amount to be paid including applicable GST and other taxes.)

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

10.3 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.

10.4 The Fee quoted by the bidder shall remain fixed till successful completion of transaction.

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

10.6 Bidder shall respond to complete scope requirement as part of this Request for Proposal while submitting the commercial bid.

11. PERFORMANCE SECURITY

The selected bidder appointed as DLC to the Company shall deposit 5% of the awarded value by furnishing E-Bank guarantee or DD in favour of KPL. The performance security paid by the successful bidder shall be refunded upon successful completion of the works mentioned in the tender document.

12. 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.

13. PAYMENT STRUCTURE

The payment to the selected DLC for the performance of the works will be made by the Company in the following manner:

Milestone Stage	**Key Activities/Deliverables**	**Payment from which Component**
Stage-1	On filing of Draft Red Herring Prospectus (DRHP) with SEBI	50%
Stage-2	On Receipt of Final SEBI Observation after UDRHP filling	25%
Stage-3	On Listing of Shares	25%

1. Bidders to note that no drop-dead fee will be payable to any of the Legal Counsel in case the Company calls off the transaction.
2. It may be noted that the Bidders cannot prescribe any time limit for validity of the financial bid.
3. The fees to be quoted must be inclusive of any out-of-pocket expenses.

(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 DLCs such as 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) etc.)

14. PUBLICITY

Any publicity by the bidder in which the name of Kamarajar Port Limited is to be used should be done only with the explicit written permission of Kamarajar Port Limited.

15. FORCE MAJEURE

Any failure or delay by selected Bidder or KPL in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event. "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

16. DISPUTES

In case of any dispute arising during execution of contract, an amicable solution may be arrived with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Managing Director, KPL will be final and binding on both the parties to the Contract.

17. GOVERNING LANGUAGE

The Agreement/Contract shall be written in English. All correspondence and other documents pertaining to Agreement/Contract that are exchanged between the parties shall be written in English.

18. GOVERNING LAW/JURISDICTION

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Chennai.

19. 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) whether verbally or 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.

20. NON-DISCLOSURE AGREEMENT

By awarding the contract to the selected bidder and in the course of its performance, the Selected Bidder may have access to the Confidential Information of the Company.

The Selected Bidder and its affiliates, partners, associates, officers, employees and agents shall not, either during the term of, or before or after the termination of its appointment hereunder, divulge to any third party any confidential information about the Company or the proposed IPO, which comes to its knowledge pursuant to its appointment hereunder. The Selected Bidder may have to provide such information, as may be required under any legislation or regulation, to any statutory and/or regulatory authorities including, without limitation, income tax authorities. The Parties acknowledge that providing such information strictly shall not be in violation of the terms of this request for proposal. However, the Selected Bidder shall give prior intimation to the Company before providing such information to enable the Company to obtain an appropriate injunctive or other relief to prevent such disclosure.

The Selected Bidder would be required to sign a non-disclosure agreement (NDA) with the Company as per the format at **Annexure - IV**. Failure to sign the same would make their appointment null and void.

21. ADHERENCE TO STANDARDS

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

22. PROFESSIONALISM, ETHICS & CODE OF CONDUCT

The selected Bidder should provide professional, objective and impartial scrutiny and hold KPL's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while carrying out the assignment under this engagement.

23. ASSIGNMENT

The selected Bidder shall not sell, assign, transfer, subcontract, or otherwise dispose of the legal Services or any part thereof, or any rights or obligations arising therefrom, whether in whole or in part, without the prior written consent of KPL. Any such sale, assignment, transfer, or subcontracting without such consent shall be null and void.

The selected Bidder shall perform the services directly through its own partners and/or employees. Subcontracting, outsourcing, or delegation of any part of the scope of work to any third party is strictly prohibited.

Formation of a consortium or association of firms, or engagement of sub-consultants/sub-firms for execution of the assignment, is not permitted under this tender. Any proposal submitted in contravention of this condition shall be liable for disqualification at the evaluation stage.

24. ADHERENCE TO TERMS AND CONDITIONS

The Bidders who wish to submit responses to this Tender should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the Tender. If the responses contain any extraneous conditions put in by the bidders, such responses may be disqualified and may not be considered for the selection process.

25. CANCELLATION OF TENDER PROCESS

KPL reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

26. EXPENSES

It may be noted that KPL will not pay any other amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

27. TERMINATION CLAUSE

If the professional services rendered by the selected firm are found to be unsatisfactory, or if there are any persistent lapses in the delivery of the scope of work, KPL reserves the right to terminate the contract by providing one (1) month's prior notice.

28. RIGHT TO REJECT BIDS

KPL reserves the absolute and unconditional right to reject any response to this Tender if it is not in accordance with its requirements and no correspondence will be entertained by KPL in the matter. The bid is liable to be rejected if

- It is not in conformity with the instructions mentioned in this Tender document.
- It is not properly/duly signed/submitted.
- It is received after expiry of the due date and time.
- It is incomplete including non-furnishing the required documents / information as required in terms of this Tender.
- It is evasive or contains incorrect information.
- If there is any kind of canvassing.

29. AUTHORISED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with KPL, with regard to the obligations under this assignment.
At the time of execution of the agreement, the selected Bidder shall submit a formal Letter of Authorization authorizing the concerned official(s) to discuss matters, execute agreements, and sign all related documents on behalf of the firm in connection with these services.

30. PRICE BID VALIDITY

The Price Bid shall be valid for a period of 120 days from the date of opening of the bids.

31. ONE BID PER BIDDER

Each Bidder shall submit only one Bid as a Company registered under Companies Act or any legal entity registered in India. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

32. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

33. CLARIFICATION OF BIDDING DOCUMENTS

The Bidder may seek clarification/representation within the specified period through GeM Portal only. The Department will clarify as far as possible the relevant queries of Bidders. The replies to clarifications/representation sought by Bidders should be given by the Department as per GeM functionality. The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of Tender Committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit.

34. CORRIGENDUM TO BID DOCUMENT

Corrigendum shall be issued only in exceptional cases with the approval of competent authority which will be binding on the bidders.

35. BID VALIDITY

Bid shall remain valid for a period not less than 120 days after the deadline for bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing through email and / or through GeM Portal. A Bidder may refuse the request without forfeiting his EMD/bid security.

36. MODIFICATION AND WITHDRAWAL OF BIDS

Bidder may modify / withdraw their bid before bid submission end date as per GeM Portal functionality.

Bidders may withdraw their bids online within the end date of bid submission, if the application is submitted along with acceptable supporting evidence and e-Mandate by the bidder(s). For withdrawal of bid after the end date of bid submission, the Bidder will have to make a request in writing to the Tender Inviting Authority.

37. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed by department to Bidders or any other persons not officially concerned.

It will be the Bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS by GeM portal. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Technical Clarification / within prescribed time. This will be specifically mentioned in the Bid Document.

Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.

38. 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://www.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.

For Kamarajar Port Limited

Sd/-

Authorized Signatory

01.09.2026

ANNEXURE-I

FORMAT OF CERTIFICATE

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

Seal with signatures of authorized signatory of the DLC

Annexure - II

UNDERTAKING

(To be given on Firm's Letter Head)

We hereby undertake that:

(i) In case it is found that 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 document has not been met by us, or that we have made material misrepresentation or have given any materially incorrect or false information, we shall be disqualified forthwith as the Legal Adviser & Counsel.

(ii) We have the experience and capability in handling domestic IPOs during the period from 01.07.2021 till 30.06.2026 including IPOs of Public Sector Undertakings or Public Sector Banks during the period from 01.07.2019 till 30.06.2026 and have ability to work with BRLMs and other intermediaries as a team.

(iii) We have infrastructure facilities and support teams to undertake the assignment.

(iv) We have complete understanding of the regulatory framework with respect to public offerings (namely SEBI, RBI, Companies Act, FDI, etc.) and expertise in handling regulatory requirements and securing the required approvals from the concerned authorities and can deliver in accordance with the strict timetable requirements and have the ability to commit key personnel for the entire duration of the assignment.

(v) We have not been prohibited by any regulatory authority in offering such services and have not been blacklisted/debarred by any authority in the past.

(vi) No action has been initiated by SEBI/RBI or any other government/statutory agency with regard to any financial irregularities.

(vii) We are not working for any third party that will have a conflict of interest with this assignment. Further, during the assignment, if any conflict arises, the same will be informed to the Company. We also do not have any conflict of interest/related party relationship either with the Company or its Directors or its shareholders.

(Seal with signatures of authorized signatory of the Domestic Law Firm).

Annexure-III

Bid Covering letter format

Reference No: <<<>>>>

Date:

The
Kamarajar Port Limited
2^{nd} Floor (North wing) & 3^{rd} Floor,
Jawahar building, 17, Rajaji Salai,
Chennai-600001, Tamil Nadu, India.

Dear Sir,

SUB: RFP for "Engagement of Domestic Legal Counsel (DLC) to the Company for Initial Public Offering"

Ref: Your RFP No. <<<>>>>> Dated: <<<>>>>

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Legal Services in conformity with the said RFP in accordance with the schedule of prices indicated in the financial bid and made part of this bid.

If our offer is accepted, we are ready to act as the Domestic Legal Counsel to the Company for a period of 12 months or till the date of listing, whichever is later.

We agree to abide by this offer as per clause 35 of this RFP for validity of our bid and for such further period as mutually agreed between the Company and successful bidder and agreed to in writing by the bidder. We agree to abide by and fulfil all the terms and conditions of the Bid and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in Bid together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of work of the subject RFP.

Until a formal contract is prepared and executed, this offer together with the Company's written acceptance thereof and the Company's notification of award shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our firm/company has not been blacklisted/barred by any regulator/statutory body and or Public Sector Undertaking.

We confirm that our firm/company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the services as DLC to the Company.

We understand that the Company is not bound to accept the lowest or any offer the Company may receive without assigning any reason whatsoever.

Signature with Seal

Place: Name:

Date: Designation:

Annexure IV

Non-Disclosure Agreement

(To be given on the Company's Letter Head)

This NON – DISCLOSURE 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 (Erstwhile Ennore Port Limited), 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

________________________, a ___________ registered with a Statutory Body in India, having Office at_____________________________, (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 purpose of Initial Public Offering (IPO) and related services. (**Tender No.** _______ 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 or till the date of listing, whichever is later provided that on extension of tenure this agreement shall be valid till the date of listing 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.

3. _____________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.

4. 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

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 V

List of Domestic Legal Counsel to the Company for Indian IPOs

Particulars	**No. of Issues***	**Name of the Entity and Date of Issue**	**Amount (Rs. crore)**
July 1, 2019, to June 30, 2020			
July 1, 2020, to June 30, 2021			
July 1, 2021, to June 30, 2022			
July 1, 2022, to June 30, 2023			
July 1, 2023, to June 30, 2024			
July 1, 2024, to June 30, 2025			
July 1, 2025, to June 30, 2026			

** Please provide Issue-wise details also for each year along with supporting Documentary evidences as provided in Clause 8 of this tender.*

Annexure – VI (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.

<u>Facilitation of Investigation</u>

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.

<u>Law and Place of Jurisdiction</u>

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

<u>Other Legal Actions</u>

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 Kamarajar Port Limited	BIDDER / CONTRACTOR by the MD,
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: