

# Request for Proposal (RFP)

For

## EMPANELMENT OF AN ASSET VALUER FOR STRATEGIC DISINVESTMENT OF KAMARAJAR PORT LIMITED

Tender No. KPL/1/2016-PD.I

Date: 13.09.2019



### **Indian Ports Association**

1st Floor, South Tower, NBCC Place

B. P Marg, Lodi Road

New Delhi - 110 003

Ph No : 011-24369061/63; Fax No : 011-24365866

Email – [tender.ipa@nic.in](mailto:tender.ipa@nic.in)

September 2019

## **Engagement of an Asset Valuer for Strategic Disinvestment of Kamarajar Port Limited (KPL), a Public Sector Enterprise under the Ministry Shipping - Request for Proposal**

### **1. INTRODUCTION**

1.1 Kamarajar Port Limited (KPL) is a schedule 'B', Mini Ratna, Central Public Sector Enterprise (CPSE) under the administrative control of Ministry of Shipping with 66.67% shareholding held by Government of India. KPL was incorporated on 11.10.1999. The net worth of the company as on 31.03.2019 is Rs.2221.02 crore. The turnover of the company was Rs.707.98 crore in the financial year 2018-19.

1.2 KPL is engaged in port services.

1.3 Location of Registered Office and Corporate Office of the company:

#### **Corporate and Registered Office**

**Kamarajar Port Limited**  
**2<sup>nd</sup> Floor (North Wing) & 3<sup>rd</sup> Floor,**  
**Jawahar Building,**  
**17, Rajaji Salai,**  
**Chennai – 600 001**

#### **Port Office**

**Kamarajar Port Limited,**  
**Vallur Post,**  
**Chennai – 600 120**

1.4 The total shareholding of the company is 20,00,00,000 equity shares of Rs.10/- each amounting to Rs.200,00,00,000/- in the name of President of India; 10,00,00,000 equity shares of Rs.10/- each amounting to Rs.100,00,00,000/- in the name of Chennai Port Trust and 5 equity shares are held by nominees of President of India. The company has in its possession 2787.27 acres of land.

- 1.5 As on 01.06.2019, the company has 106 employees (Executives – 69 and Non-Executives - 37).
- 1.6 KPL is an unlisted company.
- 1.7 The web-site of the company is <http://www.kamarajarport.gov.in>

## **2 PROPOSAL**

- 2.1 The Government of India is considering strategic disinvestment of **100%** Government of India paid-up equity capital of the **Kamarajar Port Limited** through strategic sale. For this purpose, Ministry of Shipping, on behalf of Government of India, requires the services of a reputed Asset Valuer to carry out the valuation.
- 2.2 Eligible firms, as per eligibility conditions prescribed in 'Eligibility Criteria', may submit proposal as per the guidelines mentioned hereunder, for selection as 'Asset Valuer' **by 15:00 hours up to 27<sup>th</sup> September, 2019** in Ministry of Shipping as per details given in Para 16.

## **3 TERMS OF REFERENCE (SCOPE OF WORK)**

- 3.1 The broad scope of work for the Asset Valuer is to carry out market valuation of Land & Buildings, Furniture & Fixtures, Civil Infrastructure like Terminal, Jetty, Berth, Breakwater, Quay, Cranes, roads, drains, compound wall, etc. and Plant & Machinery including electrical, stock inventory of spares in stores etc. on an "as is where is basis". The valuation is to be done keeping in view the objective of disinvestment and would be changed if there is a change in the objective.
- 3.2 In estimating the market value for the above assets, the Valuer shall:
  - a. Clearly identify and describe the property being valued factoring into the inventory provided by the Company.
  - b. Due Diligence and Review of the location, site plans, Plant & Machinery and due diligence on approvals from various regulatory authorities as applicable, lay outs etc. Review of physical encumbrances, if any.
  - c. Collect information and conduct due diligence of matters like market information, quotations and offers of similar assets sold or available in close proximity to the subject property.
  - d. Value of the property by anyone or a combination of the following

methods:

- (i) Comparison Method;
  - (ii) Income Capitalisation;
  - (iii) Discounted Cash Flow;
  - (iv) Cost Approach method;
  - (v) Replacement valuation; or
  - (vi) Any other generally accepted valuation methods.
- e. Suitably provide the justification / logic / assumption for selecting the appropriate method for valuation.
- f. State any assumptions or limiting conditions that may affect the analysis, opinions and conclusions.
- g. Provide sufficient information to permit those who read and rely on the report to fully understand the data, reasoning, analyses and conclusions underlying Asset Valuer's findings, opinions and conclusions.
- h. Completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.

3.3 In addition to above scope of work, the Valuation Report should, *inter alia*, provide the following:

- (i) Valuer assessment on the aspects mentioned above and other considerations taken in valuation of assets and how these have been considered in arriving at the values.
- (ii) Value of the fixed assets covering Marine assets, land, building, plant and machinery and other fixed assets, indicating the following:
  - Land- Land and title details, values arrived at with reference to various sources/methods, market value, circle rate; final recommended value etc.
  - Building- Specifications, condition computation of fair value (such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, etc.)
  - Immovable assets - Specification, condition, computation of value of plant and machinery, Terminal, Jetty, Berth, Breakwater, Quay (Such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, scrap value factoring into the obsolescence in technology etc.)
  - Other Fixed Assets- Specifications, condition, depreciation for past usage and additional cost required for repair and renovation, values arrived at with respect to various sources/methods.

- Any other matter which the Valuer in his own judgment feel is worth indicating Replacement Value and Realizable Value for the above assets must be shown separately. If in the opinion of the valuer certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.
- 3.4.1 The Asset valuer shall provide all assistance to the Government, the KPL & Transaction Advisor/Legal Advisor during the process of undertaking valuation of the company and also in providing pre-disinvestment support. It shall maintain records/ documents in support of the valuations made, to be presented as and when called by the Govt./KPL.
- 3.4.2 The Valuer shall submit an Inception Report, including the Approach & Methodology followed within 15 days from the date of issue of Letter of Intent (LoI).
- 3.4.3 The Valuer will be responsible for generating a draft report (without valuation) and making detailed presentations on the subject matter as may be required by the company/Government. Post presentation, the Valuer, shall, if required, incorporate the suggestions as may be requested by the company/Government or provide for any other additional clarification that may be required. The final deliverable shall be a Final Valuation Report, incorporating the change/ modifications as may be suggested above. The Draft Report should be submitted within 30 days from the date of submission of Inception Report. The Final Report (without numbers) should be submitted within 15 days from the date of submission of Draft Report. The Final Report (with numbers) shall be submitted as & when required by the Government.
- 3.4.4 The Valuer shall provide post disinvestment support relating to valuation issues.
- 3.4.5 Extension of time for completion of the work with valid reason to the satisfaction of the Ministry of Shipping, may be considered for a period upto 30 days.
- 3.4.6 The Valuer shall provide inputs for mid-term review of the work and would be required to submit a draft report before submitting the Final Report.
- 3.4.7 The ToR mentioned above are indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid ToR, which upon being brought to the notice of the Asset Valuer by the company/Government will also form an integral and mandatory part of the ToR.

#### 4 ELIGIBILITY CRITERIA:

The Bidder should meet the following eligibility criteria for technical evaluation and thereafter for opening of their financial bids.

Sl. No.	The Bidder shall satisfy all the criteria stated below:	Supporting Document Required
A.	The applicant should be an organization, corporate house, institution, consulting firm and should be a valuer registered in India with Income Tax Department /IRDA/RBI/CPWD/ Public Sector Banks /Institution of valuers etc. having minimum 10 years of experience in providing similar asset valuation services and in particular valuation of ports/terminals/jetties etc.	Certificate of Incorporation/ Registration etc.
B.	The applicant should have an annual turnover of at least Rs. 5.00 Crores during each of the last three financial years	Audited/ Certified Annual Financial Statements for the three financial years
C.	The applicant should have completed at least one valuation of port assets like Port land, waterfront, Terminal, Jetty, equipments, cranes, Tugs etc of Rs.500 crore or more during the last 5 financial years.	List of relevant assignments signed by authorized representative of the applicant.

Consortium bids will not be allowed.

At least one expert having experience of port asset valuation as part of core group of Experts to be associated with the asset valuation.

#### 5 PROPOSAL FORMAT & TECHNICAL EVALUATION CRITERIA

The short listing of the Asset Valuer shall be based on the following evaluation and selection process:

##### EVALUATIONS AND SELECTION PROCESS- QCBS

The overall selection of the Bidders will be a Quality and Cost based Selection (QCBS), the following formula will be used for the evaluation of the bids and the Final scores will be calculated as:

$$Bb = (0.7)*Tb + (0.3)*(Cmin/Cb * 100)$$

Where

- I. Bb = overall score of bidder under consideration (calculated up to two decimal points)

- II.  $T_b$  = Technical score for the bidder under consideration
- III.  $C_b$  = Financial Bid Value for the bidder under consideration
- IV.  $C_{min}$  = Lowest Financial Bid Value among the financial proposals under consideration

The bidder achieving the highest overall score will be invited for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score will be invited first for awarding the contract.

### **Evaluation of Technical Proposal**

The technical proposal of the bidder will be evaluated based on the evaluation matrix detailed in this section. The evaluation of Technical Proposal will be made on the basis of experience of the Bidder as well as project team proposed by the Bidder for this assignment. The Bidder, who does not possess the required qualification and experience, will not be considered for opening of Financial Proposal. Authority reserves the right to judge, appraise, and reject any or all proposals. Each bidder will be required to score at least 65 marks to qualify the technical evaluation phase.

### **Evaluation of Financial Proposal**

The Commercial Bids of only technically qualified bidders will be opened for evaluation. The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee). The Bidder getting the highest marks will be considered (as detailed in para 5.1). The Authority will notify the successful Bidder in writing by registered letter, cable, e-mail or facsimile.

### **Technical Evaluation Scoring Matrix**

The agency will be selected based on combined Quality cum Cost Based Selection (QCBS) in the ratio of 70% (Technical) and 30% (Financial).

Agencies that have scored less than 65% in the technical evaluation will not be considered eligible for opening their financial bids.

The technical bid will be evaluated on a scale of 100 and the weightage for each criterion would be as follows:

<b>S. No.</b>	<b>Criteria</b>	<b>Marks</b>
<b>A</b>	<b>Past experience and Capability</b>	<b>Maximum 40</b>
	i) Profile of the organization	10 Marks
	ii) Capability, Capacity, Experience and expertise in handling similar assignments	10 Marks
	iii) Details of domestic / International assignments handled.	10 Marks
	iv) Demonstrate ability to work with the company and in coordination with the advisor and other intermediaries as part of a team	10 Marks
<b>B</b>	<b>Infrastructure and Manpower</b>	<b>Maximum 30</b>
	(i) Details of Infrastructural facilities like office, Man power etc	10 Marks
	(ii) Detailed profile of the core and support teams(with CV"s of each team member detailing qualifications and relevant experience) that will be deployed on the assignment in the event of selection.	10 Marks
	(iii) Team leader	10 Marks
<b>C</b>	<b>Strategy and valuation</b>	<b>Maximum 20</b>
	i) Indicate the strategy for valuation and demonstrate ability to deliver in a tight time table, committing personnel and indicate the time line.	20 Marks
<b>D</b>	<b>Presentation to Selection Committee (SC) / Representatives of MoS</b>	<b>10 Marks</b>
	Total Technical score	100 Marks

6 **BRIEF DESCRIPTION OF RFP PROCESS:** The RFP process involves qualification of interested parties who make an application in accordance with the provisions of this RFP (the "Applicant"). At the end of this process, Ministry of Shipping (MoS) will short-list suitable pre-qualified parties and the process involves broadly the following.

- i. **Screening:** MoS will undertake the initial screening of all the applications based on the qualifying criteria stated at para 4.1 above. Applicants not

meeting any of the qualifying criteria and other essential conditions, etc., mentioned in the RFP document will be summarily rejected and will not be shortlisted for presentation.

- ii. **Short-listing:** All eligible firms will be invited to make presentations to the Selection Committee. The Committee will evaluate the consultants based on their past performance, experience, Existing Clientele, etc. as per the technical scoring matrix at para 5.4.

**7 PRE-BID MEETING:** A pre-bid meeting will be held at Indian Ports Association, New Delhi, to clarify the queries raised by the bidders on the RFP document. This meeting will be held on **18<sup>th</sup> September, 2019 at 1530 hours**. All the prospective bidders are requested to submit their queries (if any) through email in editable word format to the CAO, Indian Ports Association at email id “**cao.ipa@nic.in**” on or before **17<sup>th</sup> September, 2019**. The clarifications to the bidders will be hosted on the website of Indian Ports Association.

## **8 BID SUBMISSION:**

Proposals are to be submitted as per the following directions:

- (i) **Cover 1 (sealed)** (to be superscribed in capitals and bold letters as “TECHNICAL BID COVER”):
  - (a) Bank Pay Order of Rs.1,00,000/- (Rupees One Lakh only) may be deposited as EMD payable at New Delhi in favour of “Pay & Accounts Officer, Ministry of Shipping”. EMD may also be submitted by way of Bank Guarantee (Format at **Annexure-VI**).
  - (b) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder.
  - (c) Authority letter authorizing the person of the bidder to sign the proposal and other documents.
  - (d) Technical Bid alongwith all schedules, certificates & Annexure, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I**.
  - (e) Confidentiality Undertaking in the Format at **Annexure-II**.
  - (f) Certificate on unconditional bid in the format at **Annexure-III**. Please note that bids with conditionality shall be summarily rejected.
  - (g) Affidavit regarding no conviction, no conflict as per **Annexure-IV**.
  - (h) Certificate that in case of selection and appointment, a Performance

Guarantee of 5% of the bid cost would be given in the form of Bank pay Order/digital payment or bank guarantee, valid till the completion of the assignment and acceptance of the report. The performance guarantee would have to be handed over before issuance of letter of award. The format of Bank Guarantee is at **Annexure-VII**.

(ii) **Cover 2 (sealed)** (to be superscribed in capitals and bold letters as “FINANCIAL BID COVER”): Bidder should furnish financial bid in the format as per **Annexure-V**.

(iii) Both the above two covers should be placed in a separate cover and sealed and superscribed with tender number date and subject.

The proposal as above can be submitted latest by **1500 hrs on 27<sup>th</sup> September, 2019** to the CAO, Indian Ports Association, 1<sup>st</sup> Floor, South Tower. NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi – 110003 in hard copies in original, duly signed by the authorized person. No proposal shall be entertained after appointed time and date. The Government will not be responsible for any postal/courier delay.

(iv) The Technical Bid shall be opened at **1530 hrs on 27<sup>th</sup> September, 2019** in the presence of the bidder/representative if they choose to be present.

- 9 Financial Bid, to be opened in front of only those parties who qualify in the technical evaluation i.e. get a score of more than or equal to 80 in the technical evaluation matrix. Please note that bids with any conditionality including counter conditions, subjective conditions shall be summarily rejected.

Note:

- a) The Government reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- b) The Government will not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.
- c) Consortium bids will not be allowed.
- d) Sub-contracting of the assignment will not be allowed. The appointed Asset Valuer shall be solely responsible for all the required final deliverables.

## **10 PROCEDURE FOR SELECTION OF ASSET VALUER:**

- a. Bidders meeting the eligibility criteria would be required to make a presentation of their credentials & understanding in accordance with the paragraph 5 above.
- b. The Evaluation Committee would evaluate the Bidders on the criteria mentioned in paragraph 4 and 5 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only the bidders scoring minimum of pre-determined marks i.e. 65 marks will be considered technically qualified and will be short-listed for opening of financial bids.

- c. The Financial Bids of only the technically shortlisted bidders will be opened.
- d. After opening of the financial bids, the marks will be awarded on the QCBS formula stated above and the party securing highest marks will be considered as selected.
- e. In case of a tie, the bidder scoring higher marks in technical evaluation will be treated as L1. The L1 bidder will be considered for award of the assignment.
- f. The party selected for award of the assignment will be required to give Performance Guarantee of 5% of the bid cost by way of Bank Pay Order/digital payment or bank guarantee valid till the completion of the assignment and acceptance of the report. The format of Bank Guarantee is at **Annexure – VIII**.

## **11 REQUIREMENT FOR FINANCIAL BIDS:**

- a. The Bidder is required to quote a Fixed Lump-sum Fee for aforesaid scope of work in Indian Rupees. All applicable taxes should also be shown separately.
- b. If the party does not quote any taxes, then the amount quoted by him shall be deemed to be as inclusive of all taxes and would be evaluated accordingly.
- c. In case of any change in the rates of taxes, the applicable rates as on the date of payment shall be applicable irrespective of the rates quoted in the tender document.
- d. Only taxes in India will be paid. All taxes outside India will be to the account of the party and will not be paid/reimbursed.
- e. In case of mismatch between the fee quoted, the number in figures will be taken as correct for all purposes, including evaluation of financial bids.
- f. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.
- g. The fee quoted by the bidder shall be unconditional. All other expenses would be borne by the Asset Valuer.
- h. The Bidders will be liable to pay taxes applicable as per law.
- i. TDS will be deducted at appropriate rates.

## **12 TERMS OF PAYMENT**

The fee to the selected Bidder shall be paid in Indian Rupees after successful completion of the aforesaid work within 30 days after handing over/acceptance of final valuation report (with numbers) by the Government and submission of invoice in this regard. No stage payments will be entertained.

The selected bidder will be liable to pay taxes on the fee applicable as per law.

## **13 MODE OF PAYMENT**

Asset Valuer will raise the invoices in triplicate to the Deputy Secretary, MoS, Room No.431, Transport Bhawan, New Delhi. The verified bills shall be forwarded to the Pay & Accounts Officer, Ministry of Shipping for arranging payment. All applicable taxes should be shown separately on the bill.

## 14 COMPLETION PERIOD

The Bidder is required to complete the aforesaid services/ work within a period of 60 days from the date of issue of Letter of Intent (LoI).

For any further clarification, please contact to the CAO, Indian Ports Association, 1<sup>st</sup> Floor, South Tower, NBCC Place, Bhasham Pitamah Marg, Lodhi Road, New Delhi – 110 003. Tel No. 011-24365041, Fax No. 011-24365866 email: [cao.ipa@nic.in](mailto:cao.ipa@nic.in).

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## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. This Invitation has been prepared to enable potentially interested Indian Firms who are meeting the qualification criteria to submit their Request for Proposal ("RFP").
2. The RFP shall be sent so as to reach the address, by the scheduled date and time mentioned. RFP received beyond specified time and date shall be summarily rejected. The RFP will be opened at the time and place mentioned. The RFP may be sent by post/ courier/ handed over personally to/ at the above address in closed cover as specified above.
3. All RFPs must be absolutely clear, failing which the same will not be considered.
4. All columns would be properly and legibly filled in. No column would be left blank. Alterations, if any, not authenticated with attestation may result in the rejection of the RFP.
5. The RFPs prepared by the Firm and all correspondence and document relating to the RFP exchanged by the Firm and the Company shall be written in English.
6. The RFP should be valid for a period of 90 days (Ninety days) from the date of submission/opening.
7. Conditional RFPs and additional conditions of the Firms will not be considered.
8. No advance payment will be made for any purpose. All payments will be regulated as per the terms and conditions of the RFP.
9. Notwithstanding anything stated elsewhere in this RFP document, Authority reserves the right to terminate the Appointment at any time by giving 15 days notice.
10. **ARBITRATION:** Should any dispute or difference arise between Ministry of Shipping and consultant/contract in connection with this assignment, or as to the rights and liabilities of the parties hereto, it will be referred to Secretary(Shipping), MOS whose decision shall be final and binding. The venue of the meetings will be at NEW DELHI, and the courts at Delhi will have exclusive jurisdiction on all matters with reference to this assignment.

### TECHNICAL PARTICULARS

1.	Name of Bidder	
2.	Postal address with Telephone / fax No./official e-mail for communication	
3.	Name, address, telephone/fax No./ email with whom reference may be made	
4.	Please state details of Bid Security Deposit paid	
	DD No and date	
	Amount	
	Bankers Name	
5.	Please confirm that you are a Valuer registered in India with IRDA/Income Tax Department/ RBI/ CPWD/ Public Sector Bank/Institute of valuers, etc.;	
6.	Confirm that you meet the eligibility criteria and how.	
7.	State whether details of assignments done as are enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of experience enclosed.	
8.	State whether affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.	
9.	Confirm that all technical and commercial terms and conditions are acceptable.	
10.	Any other information the bidder may desire to furnish:	

Verified that to the best of my knowledge and belief all the above information is correct and nothing has been concealed.

Seal with Signature of the authorized signatory of the bidder

## CONFIDENTIALITY UNDERTAKING

It is certified that the documents/ data/ information pertaining to Kamarajar Port Limited, which will be provided to [Name of the bidder] for valuation or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission of the Company.

It is further certified that the valuation reports and other relevant documents, which are to be submitted by [Name of the bidder] to the Government will not be disclosed to any other agency/ person without prior permission of the Company and will be treated as strictly confidential.

Seal with Signature of the authorized signatory of the bidder

**FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF  
THE BIDDER**

To,

The CAO,  
Indian Ports Association,  
1<sup>st</sup> Floor, South Tower,  
NBCC Place,  
Bhisham Pitamah Marg, Lodhi Road  
New Delhi – 110 003.

Dear Sir,

This is to certify that the fee quoted by us for engagement as Asset Valuer for valuation of the assets of Kamarajar Port Ltd. is in accordance with the terms and conditions laid down in the RFP displayed on the website of the Ministry and is unconditional.

Seal with signatures of authorized signatory of the  
Bidder

**AFFIDAVIT-CUM-UNDERTAKING**  
**(To be executed on Rs.100/- Non-Judicial Stamp Paper)**

We, the undersigned (“Bidder”) are submitting our bid in respect of the Request for Proposal No [●], dated [●] (“Bid”) issued by Indian Ports Association on behalf of Ministry of Shipping, Government of India, (“Government”) in relation to [●] and in this connection we hereby solemnly affirm, declare and undertake as follows:

- (1) Details of the Bidder as disclosed in Appendix-A enclosed herewith are true and correct as on date.
- (2) There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s).
- (3) No enquiry/investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.
- (4) The details of enquiry/investigations for non-Grave Offenses pending against us/our Indian Sister Concern(s)/ our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in Appendix-B enclosed herewith.
- (5) There is no Conflict of Interest with respect to the Proposed Transaction as on date.
- (6) During the tenure of our engagement for the Proposed Transaction, we shall keep the Government/Company informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as Appendix-C herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.
- (7) We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company during the term of our engagement in respect of the Proposed Transaction without prior written approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.
- (8) We have put in place a robust mechanism to resolve any Conflict of Interest

situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the Government/Company, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.

- (9) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
- (10) We understand that:
- (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the Government/Company would be entitle to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed Transaction. Government/Company may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of the Government/Company to avoid the appearance of a Conflict of Interest.
  - (ii) The Government/Company would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
  - (iii) if at any time after our appointment as an Advisor, either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Advisor to the Government/Company and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which the Government/Company may terminate our appointment after giving an opportunity of being heard.

## **Definitions**

Unless otherwise defined in this Affidavit, the following capitalized terms used

herein shall have the meaning as set out below:

1. Advisor means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by the Government of India/Company in terms of the Bid.
2. Conflict of Interest: Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:
  - (i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
  - (ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("Third Party Transaction") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company.
  - (iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to the Government/Company as part of Advisor's engagement obligations/duties.
  - (iv) In relation to a strategic sale by the Government of India/Company, the Advisors have taken up engagement with buyer/potential buyer of such strategic sale or their Sister Concerns.
  - (v) Any other situation, possible source or potential areas of interests which may impair Advisor's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards Government/Company in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.
3. Company means the Kamarajar Port Ltd.
4. Competitor of the Company means an Entity in India that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to be substantially similar to the business of the

Company if turnover or profit of such Entity from the business activity(ies) in which the Company is engaged, exceeds 33% of its total turnover or profit (in any of the last three years).

5. Entity shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.
6. Grave Offence means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by the Government/Company as grave on a case to case basis after considering the facts and relevant legal principles.
7. Proposed Transaction means the transaction to be undertaken by the Government/Company as described in bid no [●], issued by the Government.
8. Senior Managerial Personnel's means managing director, company secretary, chief executive officer, chief financial officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors and include the functional heads.
9. Sister Concern in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has "significant influence" over the Advisor and includes a group and a joint venture company. "Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

**BIDDER DETAILS**

Name of the Bidder	
Address: Registered Office: Corporate Office: Tel: Email:	
Constitution	Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution)
SEBI Registration No., if registered with SEBI	
Details of registration with other professional statutory bodies	

**DETAILS OF PENDING ENQUIRY/INVESTIGATIONS**

S. No	Name of the Sister Concern(s)/ concerned person(s) against whom the enquiry/ investigation has been initiated	Relation-ship with the bidder	Name of the investi-gating agency	Nature of pending enquiry/ investigation and law under which the enquiry has been initiated	Brief facts/interim orders /other relevant information in respect of the pending enquiry/ investigation

**DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST**

S. No.	Name of the Entity, in which interests Conflicts exit/may arise	Relation-ship of the Bidder with the Entity	Nature/ reason of conflict/ potential conflict	Duration of the subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict/ potential conflict of interest

Seal with signatures of authorized signatory of the Bidder

**Format of Financial Bid on the Letterhead of the Bidder**

Sl. No.	Description of work	Asset Valuation Fee in INR (Rupees) #	
		Figures	words
1	Fixed Lump-Sum Fee in Indian Rupees. (Excluding all applicable taxes)		
2	All applicable Indian taxes (i) (ii) (iii)		
3.*	Total		

No other amount other than stated above will be paid to the bidder. The amount will be inclusive of travel and other expenses that may be required to be incurred by the bidder.

Note:

\* Financial bid shall be evaluated based on SI No.3 only.

# In case of mismatch in figures and words quoted; the words will be taken as correct for all purposes.

Seal with signatures of authorized signatory of the Bidder

## PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

NOTE: The Bank Guarantee should be issued by a Nationalised Bank and enforceable at New Delhi.

WHERE AS \_\_\_\_\_ having its registered office at \_\_\_\_\_ (indicate Name & Full Address of the Tenderer) (hereinafter called the "Tenderer") has submitted its RFP no. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (mention subject of the Tender) to Ministry of Shipping, Government of India (hereinafter called "Ministry") and the tenderer is required to submit an Earnest Money Deposit (EMD) from a Nationalised Bank, enforceable at Chennai for an amount of Rs. \_\_\_\_\_ (Mention the amount) along with the tender.

KNOW ALL MEN BY THESE PRESENTS that we \_\_\_\_\_ (indicate the name and address of the Bank) (hereinafter referred to as "the Bank") at the request of M/s. \_\_\_\_\_ the said Tenderer do hereby undertake to pay to the Ministry an amount not exceeding Rs. \_\_\_\_\_ for which payment will and truly to be made to "Ministry", the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS OF THESE OBLIGATIONS ARE :-

If the Tenderer withdraws his tender during the period of Tender Validity specified in the tender, or having been notified of the acceptance of this tender by Ministry

- i) fails or refuses to execute the Agreement, if required, or
- ii) fails to submit the security deposit
- iii) fails to commence the work as per the Letter of intent or work order.

2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and (indicate the name of Bank) Payable under this guarantee without any demur, merely on a demand from the MINISTRY without MINISTRY having to substantiate the demand, provided that in the demand, MINISTRY will note that the amount claimed by MINISTRY is due to MINISTRY owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

3. We undertake to pay to the MINISTRY any money so demanded subject to the limit of Rs. \_\_\_\_\_ notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made

by us under this bond shall be valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4. Notwithstanding anything contained herein contained, our liability under this guarantee will be limited to Rs. \_\_\_\_\_ and will remain in force up to a period of 90 (ninety) days from the date of opening of the technical bid and any demand in respect thereof must reach the bank not later than the date of expiry of this guarantee failing which all the rights of the Corporation under this Guarantee shall be forfeited and the Bank shall be deemed to be relieved or discharged from all liabilities hereunder.

5. Notwithstanding anything contained herein contained, in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of the beneficiary shall not be entertained by the Bank. Any invocation of the guarantee can be made by the beneficiary directly.

6. Notwithstanding anything contained herein contained herein above:

a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_

b) This Bank Guarantee shall be valid upto \_\_\_\_\_

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if MINISTRY serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_  
(indicate the name of Bank)

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## PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(To be executed on Rs.100/- Non-Judicial Stamp Paper)

NOTE: The Bank Guarantee should be issued by a Nationalised Bank and enforceable at New Delhi.

In consideration of Ministry of Shipping, Government of India (hereinafter called the "MINISTRY" having awarded the work for \_\_\_\_\_ (name of work) of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ vide work order issued vide letter no. \_\_\_\_\_ dated \_\_\_\_\_ to M/s. \_\_\_\_\_

(indicate Name & Full Address of the Tenderer) (hereinafter called the said "Tenderer") exempt from payment under the terms and conditions of the said tender dated \_\_\_\_\_ No. \_\_\_\_\_ made between the MINISTRY and the Tender for \_\_\_\_\_ (hereinafter called the said "Tender") of Security Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_ only).

We \_\_\_\_\_ (indicate the name of Bank) (hereinafter referred to as "the Bank") at the request of M/s. \_\_\_\_\_ the said Tenderer do hereby undertake to pay to the MINISTRY an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the MINISTRY by reason of any breach by the said tenderer of any of the terms or conditions contained in the said tender.

2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and (indicate the name of Bank) Payable under this guarantee without any demur, merely on a demand from the MINISTRY stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MINISTRY by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the MINISTRY any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the MINISTRY under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the MINISTRY certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tender and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ (indicate the name of Bank) further agree that the MINISTRY shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the MINISTRY against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the MINISTRY or any indulgence by the MINISTRY to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer.

7. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MINISTRY in writing.

8. This Guarantee will remain in force until one year from the date of delivery last of the subject Tender or till \_\_\_\_\_ whichever is later. All claims under this guarantee shall be made by Regd. Post/ Hand Delivery against acknowledgement/ by courier. Notwithstanding what is stated above, our liability under this guarantee will be limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For \_\_\_\_\_  
(indicate the name of Bank)

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