



# **KAMARAJAR PORT LIMITED**

(A Mini Ratna Government of India Undertaking)

## **REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF COASTAL EMPLOYMENT UNIT AT KAMARAJAR PORT**

**E-TENDER**



**OCTOBER 2017**

**RFP FOR APPOINTMENT OF CONSULTANT FOR DEVELOPMENT  
OF COASTAL EMPLOYMENT UNIT AT KAMARAJAR PORT LIMITED**

**INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No.</b>
1	Notice Inviting Tender	6
2	Terms of Reference	18
3	Bidding Process	29
4	Criteria for Evaluation of Proposals	41
5	Appendices	64

## **GLOSSARY**

KPL	Kamarajar Port Limited
CEU	Coastal Employment Unit
RFQ	Request for Qualification 23
RFP	Request for Proposal
EMD	Earnest Money Deposit
GST	Goods and Services Tax
NIC	National Information Center
DD	Demand Draft
NIT	Notice Inviting Tender
FDI	Foreign Direct Investment
CEZ	Coastal Economic Zone
NMPT	New Mangalore Port Trust
CEO	Chief Executive Officer
MSME	Micro, Small and Medium Enterprise
INR	Indian Rupees
CV	Curriculum Vitae
ST	Technical Score
SF	Financial Score
CXO	Chief Experience Officer
ESI	Employee State Insurance
US \$	United States dollars
A/c	Account
BG	Bank Guarantee

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

## **Disclaimer**

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor, invitation by the Authority to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the Feasibility Report, may not be complete, accurate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise

from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

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

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

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

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



**KAMARAJAR PORT LIMITED**  
**ENNORE - 600 120**

**NOTICE INVITING TENDER**

No. KPL/PPD/CEU/2017	Dated : 19.10.2017
E-tenders under two cover system are invited from Globally reputed and well experienced management consulting firms for “RFP for Appointment of Consultant for Development of Coastal Employment Unit at Kamarajar Port”	
Bidding Document downloading starts from	19.10.2017
Cost of RFP Document	Rs.5,600/- inclusive of GST @ 12%
Last date for receiving queries	<b>31.10.2017 upto 17.00 hours</b>
Pre-Bid Conference	<b>03.11.2017 at 11.00 hours at Port Administrative Building, Vallur, Chennai - 600120</b>
Reply to Pre-bid Queries	<b>09.11.2017</b>
Last date and time for online submission of bids	<b>28.11.2017 upto 15.00 hours</b>
Date and time opening of RFP document	<b>29.11.2017 at 15.30 hours</b>
Earnest Money Deposit	<b>Rs.2,00,000/- (Rupees Two Lakh only) in the form of Demand Draft / Bank Guarantee drawn in favour of “Kamarajar Port Limited” payable / encashable at Chennai</b>
Period of Service	12 months or till the completion of the milestones at the same bidding value
<b>For further details, visit Port Website: <a href="http://www.ennoreport.gov.in/">http://www.ennoreport.gov.in/</a> and e-procurement portal: <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a></b>	

## KAMARAJAR PORT LIMITED

Phone : 27950030-39  
Fax : 044 – 27950002  
E-Mail : info@epl.gov.in



Port Administrative Building,  
Vallur, Chennai – 600 120  
Web: www.ennoreport.gov.in

### **1. NOTICE INVITING ONLINE TENDER**

#### **1. Background**

Kamarajar Port is the newest and one of the fastest growing major ports in India, situated on the south east coast, 24 km north of Chennai Port. Kamarajar Port is located at Latitude 13° 15' 30" N and Longitude 80° 21' 00" E and has been built strategically to decongest and improve the environmental quality at the Chennai Port. Kamarajar port at present has five operating berths. There are two coal berths for handling coal exclusively for the Tamil Nadu Electricity Board (TNEB); one coal berth for multi-users (non-TNEB); one multi-user liquid terminal and one berth for export of automobiles.

Kamarajar Port at Ennore in the state of Tamil Nadu is marching forward as a preferred port of India through its user-friendly and cost effective services. Ennore is emerging as a hub of Thermal power stations in south India. The port handled about 30 MT of cargo during the financial year 2016-17 of which the share of coal was highest at 23.1 MMT. Since commencement of the port in 2001, the port capacity has grown keeping in pace with the industrialization in and around Ennore and the increasing traffic.

To propel further growth, the port has planned several capital investments projects to improve the capacity and draft in the inner harbor. These include construction of coal berths 3,4, IOCL captive berth and LNG terminal, Chettinad Multi cargo terminal, Adani container terminal- phase 1,2, second Ro-Ro terminal, conversion of iron ore berth to coal berth, second liquid terminal and capital dredging phase 3,4. These projects together are expected to increase port capacity by ~120 MTPA by 2020. These projects will transform KPL into a mega port with the ability to handle full range of cargo.

### **FTWZ Development (100 acres)**

To meet the growing demand of EXIM trade and considering the global success of SEZ's/ FTWZ's, KPL had earlier earmarked 100 acres of land purchased from Salt Dept for developing Free Trade Ware Housing Zone (FTWZ) during 2015. Further, KPL appointed M/s. Mahindra Consulting Engineers Ltd as Consultants for preparation of Master Plan, DFR, cost estimates etc.

Based on the model suggested by Consultants, KPL invited RFQ for FTWZ Development under PPP mode during September 2016 and the same was not materialized. The firms expressed that reasons for non-participation is mainly due to uncertainty of the business potential in PPP model and approval process involved from various Central/ State Govt. Authorities.

### **EOI called for Setting of CEZ (315 acres)**

During the meeting of Hon'ble Minister of Shipping's held at Goa in April 2017, Kamarajar Port Limited was identified as a potential port for Development of Port-Led Industrialization (Logistic Park). The National Perspective plan of the Sagarmala Programme has identified 2 Maritime clusters for development, one in Tamil Nadu and other in Gujarat.

The land extent is **315 acres** for land 2 & 3 in land use plan which includes the already earmarked land for FTWZ development of 100 acres also. The Land earmarked for Coastal Employment Unit at Kamarajar Port is enclosed as figure 1.1.

KPL invited Expression of Interest (EOI) from interested applicants for participating in Development of Port based Logistic Park / FTWZ / Port led Industries under Coastal Economic Zone (CEZ) on 28.07.2017 and the same was not materialized.

### **Development of Coastal Employment Unit**

It is apparent from the above attempts made by KPL that a more informed and structured approach towards the conceptualization and execution of Coastal Employment Unit is needed. In this context, KPL plans to appoint a globally reputed consultant to hand hold KPL through the process of the Port led Industrial development as a part of Sagarmala.



It has been decided that KPL will expedite the development of North Tamil Nadu Coastal Employment Unit and pursue the Development of Salt Land for a larger contiguous Industrial Park around Kamarajar Port.

Accordingly, the area measuring 315 acres is identified in the Port Land Use Plan (2 & 3 in the Comprehensive Land use Plan) for Development of Coastal Employment Unit at Kamarajar Port. The above area includes the earlier area of 100 acres identified for Setting up of FTWZ

Given this large shelf of projects and expected capacity increase, there is an urgent need to put together a longer term business plan for the port. Kamarajar Port also intends to follow the Port Led Industrialization program under Sagarmala and set up an industrial park in port area. The marketing strategy for this park needs to be developed and implemented.

Kamarajar Port thus wishes to appoint a leading global management consultant that shall hand hold the port on the activities mentioned above.

2. Online tenders through **e-procurement mode** are invited by Kamarajar Port Limited (KPL) from reputed Consulting firms for executing the work of **“RFP for Appointment of Consultant for development of Coastal Employment Unit at Kamarajar Port”** under two cover systems.
3. The RFP document through e-procurement mode can be downloaded from KPL official website and through e-procurement portal link from the date indicated in Online Bid reference

The RFP document fee is **Rs.5,600/- (Rupees Five Thousand Six Hundred only) inclusive of GST @ 12% (Non refundable)** in the form of DD from Nationalized Bank/Scheduled bank in favour of “Kamarajar Port Limited” payable at Chennai.

4. One set of RFP document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & commercial offer documents including drawings and Volume-II (Financial Bid) comprises of Price bid documents.

5. The complete RFP document including drawings can be downloaded from KPL website: [www.ennoreport.gov.in](http://www.ennoreport.gov.in) and e-procurement portal link and submit as tender offer on or before the due date and time of submission.

The EMD of **Rs.2,00,000/- (Rupees Two Lakhs only)** shall be paid as described in the RFP Document.

✓ The EMD shall be submitted in the form of DD/BC/PO from Nationalized Bank/Scheduled bank in favour of “Kamarajar Port Limited” payable at Chennai.

✓ The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the RFP Document i.e. Technical Bid while submitting bid electronically in the e-procurement portal. The original EMD must reach Kamarajar Port Limited in the corresponding address before opening of Technical Bid as per the date and time given in this RFP document. Mere uploading of EMD document in the **e-procurement** portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time will lead to rejection of bids.

**General Manager (CS & BD),**

Kamarajar Port Limited,

Port Administrative Building,

Vallur, Chennai - 600120.

✓ The original EMD instrument (DD/BC/PO should be sealed in an envelope) can also be dropped in the Tender Box kept at the above address.

✓ The RFP (offer) shall have to be submitted by the bidder only through e-procurement mode as explained in the RFP Document.

6. **Time for Completion**

The whole assignment shall be completed in a period of 12 months or till the completion of the milestones as per clause 4.19 at the same bidding value.

7. The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.

8. First preference shall be given to the first ranked applicant having the highest combined score as per clause 4.5. The second ranked applicant shall be kept in reserve and may be invited for negotiations in case the first ranked applicant withdraws or fails to comply with the requirements specified in Clause 4.11 as the case may be.
9. Pre-bid meeting will be conducted at Port Administrative Building, Kamarajar Port Limited, Vallur, Chennai – 600120, on the date and time indicated in the Online Bid Reference.
10. The Prospective Bidders who need clarifications on any specific issue, if any, shall submit the same through e-tendering portal addressed to the General Manager (CS & BD), Kamarajar Port Limited, Vallur, Chennai-600120 before the date and time indicated in Online bid reference. **No queries / clarifications shall be entertained after** the date and time indicated in Online bid reference. The bidders queries will be clarified through e-procurement portal and notification in this regard will be issued through [www.ennoreport.gov.in](http://www.ennoreport.gov.in) and e-procurement portal link.
11. The due date and time of online submission of offers will be as indicated in the Online Bid Reference, unless otherwise notified. In the event of changes in the schedules, the General Manager (CS & BD), Kamarajar Port Limited notifies the same only through [www.ennoreport.gov.in](http://www.ennoreport.gov.in) and e-procurement portal link.
12. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

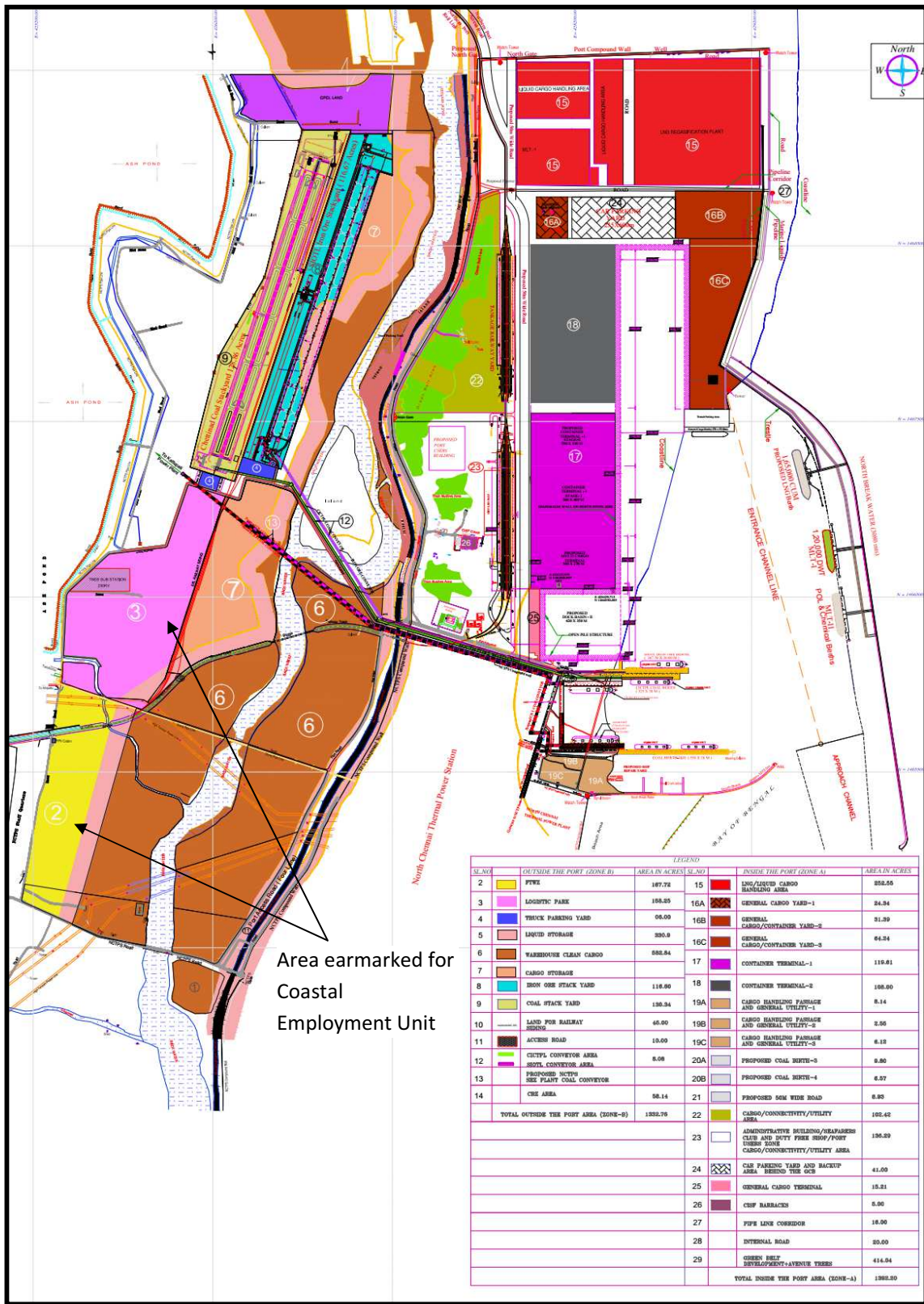
**General Manager (CS & BD)**

**Kamarajar Port Limited**

Phone 044-27950030-39

Fax: 044 – 27950002

Email: [nagarajan@kplmail.in](mailto:nagarajan@kplmail.in)



**Figure 1.1 Master Plan**

Note:  
2 & 3 are the areas earmarked for Setting up a Coastal Employment Unit at Kamarajar Port at land extant of 315 acres.

**KAMARAJAR PORT LIMITED**

**Tender No. KPL/PPD/CEU/2017**

**“RFP for Appointment of Consultant for Development of Coastal Employment  
Unit at Kamarajar Port”**

**I INSTRUCTIONS FOR ONLINE BID SUBMISSION**

**Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://eprocure.gov.in>.**

The bidder shall **obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS / nCod e/ eMudhra to get access for Online Bid Submission through the e - Procurement site <https://eprocure.gov.in>**

- (i) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
- (ii) Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- (iii) Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- (iv) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e token.
- (v) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- (vi) Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
- (vii) If there are any clarifications, the same may be clarified as per the tender conditions.

- (viii) Bidder should take into account the corrigenda, if any published before submitting the bids online.
- (ix) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.
- (x) Bidder selects the tender which he is interested using search option & then moves it to my favourites folder.
- (xi) From the folder, appropriate tender can be selected and all the details can be viewed.
- (xii) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- (xiii) The Bidder has to select the payment option as offline to pay the EMD.
- (xiv) The bidder has to enter the password of the DSC / e-token and the required bid documents have to be uploaded one by one as indicated.
- (xvi) The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
- (xvii) The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- (xviii) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- (xix) The bid summary will act as a proof of bid submission for the subject tender and will also act as an entry point to participate in the bid opening date.

- (xx) For any clarifications regarding the Tender, the bid number can be used as a reference.
- (xxi) Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- (xxii) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.
- (xxiii) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (xxiv) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- (xxv) The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (xxvi) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- (xxvii) For any queries, the bidders are asked to contact by mail [cphp-nic@nic.in](mailto:cphp-nic@nic.in) or by phone 1-800-233-7315 well in advance.
- (xxviii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.

(xxix) RFP Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.

(xxx) Bidder should submit the RFP as per specification of work, drawings and in accordance with the instructions to bidders.

## **II. COVER – I DETAILS: QUALIFICATION DOCUMENTS & TECHNICAL BID**

This shall contain the following:-

- i) Application Letter (**Appendix-1**)
- ii) Corporate Information of Bidder (**Appendix -2**)
- iii) Financial Capacity of the Applicant (**Appendix -3**)
- iv) Abstract of Eligible Assignments of Applicant works executed during Last Five (5) years (**Appendix -4**).
- v) Eligible Assignments of Applicant Works Executed [completed] during Last Five (5) years (**Appendix -4A**).
- vi) Key Personnel and Consultant (**Appendix -5**)
- vii) E-payment form (**Appendix -6**).
- viii) Power of Attorney (**Appendix -7**)
- ix) Power of Attorney (In case of JV / Consortium) (**Appendix - 8**)
- x) Form of Bank Guarantee Bond for Performance Security (**Appendix -9**)
- xi) Draft Form of Agreement (**Appendix - 10**)
- xii) Draft Integrity Pact (**Appendix -11**).
- xiii) Scanned copy of DD / Banker Cheque / Pay Order towards EMD shall be uploaded.

The original Demand Draft / Banker's Cheque / Pay Order towards EMD must reach Kamarajar Port Limited in corresponding address before opening of Technical Bid as per the date and time given in this RFP document.



## **COVER – II DETAILS: FINANCIAL BID – Price Schedule**

Price should be quoted in the Financial Bid in a spread sheet file (.xls format) available in e-procurement Portal only. **Any indication of ‘Quoted price’ in the online Qualification Documents & Technical Bid documents shall lead to rejection of the bid outright.**

For evaluation purpose the uploaded offer documents will only be treated as authentic and final. The financial bid submitted through e-procurement mode only will be taken up for the purpose of evaluation.

### **III. DETERMINATION OF RESPONSIVENESS OF BIDS:**

1. A proposal shall be considered Responsive only if,
  - a) It is received by the proposed Due Date and Time.
  - b) It is Digitally Signed.
  - c) It contains the information and documents as required in the RFP Document.
  - d) Contains EMD.
  - e) It contains information in formats specified in the RFP Document.
  - f) It mentions the validity period as set out in the document.
  - g) It provides the information in reasonable detail. The Port reserves the right to determine whether the information has been provided in reasonable detail.
  - h) There are no significant inconsistencies between the proposal and the supporting documents.
  - i) The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Bidder.
  - j) A RFP that is substantially Responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder or (2) which limits in any substantial way, inconsistent with the RFP document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
  - k) The Port reserves the right to reject any bid which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port in respect of such bids.
  - l) The KPL shall have the right to review the Technical Qualification and seek clarifications wherever necessary.

2. **Deadline for Submission of Bids**

- a) Bids must be uploaded in the website [www.eprocure.gov.in](http://www.eprocure.gov.in) not later than the time and date indicated in the Online Bid Reference.
- b) The employer may extend the deadline for submission of the bid by issuing an amendment in accordance with clause 3.3.4, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- c) Since the bid document being downloaded from web site and uploaded through e-Tender website [www.eprocure.gov.in](http://www.eprocure.gov.in), the **bidder shall give an undertaking that no changes have been made in document.**
- d) For both Technical and Financial evaluation purpose, e-tender only will be considered.

3. **Modification and Withdrawal of Bids**

- a) The bidders may modify, substitute or withdraw their bid after submission by giving notice in writing before the deadline prescribed in clause 2 above **through e-Procurement Mode.**
- b) No bid shall be modified after the deadline for submission of bids.

4. Since the RFP document involves selection based on pre-qualification criteria, the General Manager (CS & BD) or his authorized officials of KPL will examine and seek necessary clarification if any and list out the firms, which are found technically suitable and Online Cover-II Price Bid of such bids only will be opened and EMD will be returned to the other disqualified bidders.

- a. The date and time will be intimated to bidders whose offers are found suitable and Online Cover – II of such bidders will be opened on the specified date and time.
- b. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the bids will be taken as valid.

**General Manager (CS & BD)**  
**Kamarajar Port Limited.**

## **2. TERMS OF REFERENCE**

### **2.1. Scope of Services**

The broad scope of work for the consultant is given below:

#### **Work stream 1: Support in setting up a Coastal Employment Unit at KPL**

1. Support in Identifying key industries to be targeted for the Industrial Unit
2. Develop specific value proposition for each of the prioritized industries
3. For target industries, identify 20-30 target investors both domestically and internationally from countries with high FDI potential.
4. Develop Management model and business plan (Including Financial model/Capital funding/ IRR calculations for stakeholders)
5. Support in preparing master plan for a Coastal Employment Unit near KPL with key action steps, milestones/timelines and responsibilities
6. Marketing of the proposed Coastal Employment Unit and investor outreach
7. Develop tender documents and coordinate tender for land development

### **2.2. The detailed scope of work is given below:**

#### **2.2.1. Support in setting up a Coastal Employment Unit at Kamarajar Port**

Drive initial discussions with port authorities to discuss key expectations regarding proposed industrial hub with all internal and external stockholders including port, Ministries, local industries and regulatory authorities, as well as other stakeholders as advised by Port, to:

- a. Discuss key expectations regarding proposed industrial hub
- b. Ensure alignment on key industries for participation in the proposed Coastal Employment Unit on the CEZ approach guidelines and master plans for Kamarajar Port available with Port.

A study of regulatory policies including land allocation policy, environmental and financial guidelines as deemed necessary for successful implementation of the project. The consultant will also identify global benchmarks and best practices of port-led industrialization and identify specific areas of competitive advantage of Kamarajar Port.

#### **2.2.2. Industry short listing:**

- **Master list creation:** The consultant will create a master of list of industries that can be targeted by leveraging multiple sources as given below:
  - Industry databases in India

- Study of recent FDI flows to identify industries where FDI is increasing into emerging economies
- Review of traffic projections of relevant commodities
- Key risks associated with the project (regulatory or otherwise)

• **Starting list of industries to be considered:**

KPL is strategically located near Chennai port and by land, KPL is well connected with industrial clusters in Tamil Nadu around Chennai and North Tamil Nadu, and South Andhra. This region is a major producer of a variety of manufactured goods, such as automobiles, auto components and engineering goods. Further, KPL is also an important thermal power hub for Tamil Nadu due to its proximity to Ennore and neighboring power plants. These advantages make KPL an ideal location for multiple industries. The consultant shall undertake a detailed assessment (including stakeholder consultations) of setting up plants for the following industries for whom KPL may be an ideal investment location. In addition to the above listed industries, the consultant shall further identify 3-4 more industries to be added to the master list<sup>1</sup>.

<b>Industry type</b>	<b>Industry</b>	<b>Sub-industries</b>	<b>Markets to be considered</b>
<b>Discrete</b>	<b>Machinery manufacturing</b>	Agricultural mechanical equipment	Domestic + international
		Industrial equipment	
	<b>Electrical equipment manufacturing</b>	Electric lamp bulb and parts	Domestic + international
		Domestic and commercial lighting fixtures	
		Household appliances	
		Power, distribution and specialty transformers	
		Motor and generator manufacturing	
		Switch gear and switch	

<sup>1</sup> Choice of industry clusters and anchor sector attraction value proposition based on a study of various economic / strategic parameters of these industries (e.g., local cost competitiveness of the region, demand supply scenarios by industry) to achieve the GDP/job creation aspiration laid out in the Sagarmala

<b>manufacturing</b>		board manufacturing		
		Relay and industrial control manufacturing		
		Storage battery manufacturing		
		Fiber optic cable manufacturing		
		Wiring device manufacturing		
		<b>Textiles</b>	Spinning mills – fiber to yarn	Domestic + international
			Fabric mills	
			Narrow fabric mills and schiffli machine embroidery	
			Knit fabric mills	
			Textile and fabric finishing mills	
			Apparel manufacturing	
		<b>Furniture</b>	Timber mills basis imported timber	Domestic + international
			Engineered wood mills – plywood, MDF etc.	
			Upholstered and non-upholstered household and institutional furniture manufacturing units	
			Wood and metal furniture manufacturing units	
		<b>Auto and auto parts</b>	Automobile assembly plants	Domestic + international
			Engine and engine part manufacturing	

		Motor vehicle electrical and electronic equipment manufacturing	
		Other auto parts	
<b>Process and batch manufacturing</b>	<b>Cement</b>	Clinkering units	Domestic
		Grinding units	
		Integrated cement mills	
	<b>Food processing</b>	Grain and oil seed milling	International (export oriented)
		Sugar and confectionary product manufacturing	
		Fruit and vegetable preserving and specialty foods	
		Dairy product manufacturing	
		Seafood processing	
		Bakery manufacturing	
	<b>Fertilizer and pesticides</b>	Nitrogenous fertilizers	Domestic
		Phosphatic fertilizers	
		Complex fertilizers	
		Pesticide and other agricultural chemical manufacturing	
	<b>Coal based industries</b>	Thermal power generation	Domestic
		Coal washeries	
		Coal to chemicals – coal to olefin, coal to urea, coal to ammonia etc.	
		Utilization of coal combustion products (fly ash, boiler slag etc.)	
<b>Petrochem</b>	Petroleum refineries	Domestic	
	Mixed feed ethylene/		

		propylene cracking units	
		Polymerization units – Poly Propylene, Poly Ethylene	
		Specialty intermediates – Propylene Oxide, Ethylene Oxide, Acetic Acid etc.	
		Downstream plastic industries	

2.2.3. **Industry prioritization:** The consultant shall prioritize industries from the master list of industries (after adding more industries post scrutinization and discussion with stakeholders). To do so, the consultant may apply the following filters (non-exclusive):

- Cargo volume from ports near KPL (Chennai, Tuticorin, Cochin, Krishnapatnam, Kakinada, Visakhapatnam, NMPT)
- Local manufacturing in Tamil Nadu, Andhra Pradesh, Telangana, Karnataka
- FDI into India
- Import substitution potential

Based on the above study, the consultant shall identify 4-5 focus industries and focus sub-industries in each. The consultant needs to provide explanation for both prioritizing and not prioritizing target industries.

2.2.4. **Industry value proposition:** Define industry-specific value proposition and create pitch document for shortlisted industries

2.2.5. **Cost structure comparison:** The consultant shall identify cost structure advantages for sample units in prioritized sub-industries. In order to do this, the consultant shall do the following:

- Identify alternate investment locations for identified industries
- Build cost structure for each alternate location
- Identify advantages of locating in KPL Coastal Employment Unit (Basic layout and trunk infra development plan shall be included while pitching to industries)

2.2.6. **Identification of differentiating facilities advantages:** The consultant shall further identify facilities/ locational advantages that can be attractive to the investors. Facilities/ advantages will include utilities that can be provided, proximity to port etc. To do this, the consultant needs to:

- Benchmark facilities available at alternate location
- Engage with 5-10 industry leaders (CXO level officials) and associations to get view on strategic and operational value of facilities

2.2.7. In case KPL Coastal Employment Unit turns out to be unattractive to any sub-industry identified in step 1.2, the same may be dropped with due justification

2.2.8. **Creating pitch document:** The consultant will be responsible for synthesizing key insights and sources of competitive advantages based on proposed to articulate a compelling and detailed value proposition for each target industry summarizing financial, operational and strategic benefits to industry from tenancy in proposed Coastal Employment Unit.

2.2.9. Export manufacturing potential from Coastal Employment Unit with regulatory / tax benefits etc.

### **2.3. Direct Marketing**

#### **2.3.1. Direct marketing for domestic industries**

2.3.1.1. **Lead generation:** The consultant shall identify 10-20 leads for each prioritized sub-industry. The number ought to be ~100-200 for overall Coastal Employment Unit in the first year. The overall lead list should contain classifications as follows:

- Large industries Revenue > 1000 Cr.
- Medium industries Revenue 500-1000 Cr.
- Small industries Revenue < 500 Cr.

2.3.1.2. **Senior management engagement for large industries:** The consultant needs to set up meetings with at least 20 CXOs (CEO or one level below) from among leads in large industries category

2.3.1.3. **Associations reach out:** The consultant shall identify 1-2 associations for each prioritized industry and reach out to the same.

2.3.1.4. **Roadshows:** The consultant needs to conduct at least 2 domestic road shows in the first year and subsequently follow up with interested companies



2.3.1.5. **MSME reach out:** The consultant needs to reach out to at least 100 MSMEs in the first year

### 2.3.2. **Direct marketing for international industries**

2.3.2.1. **Country prioritization:** The consultant shall prioritize target countries for investor reach out for priority industries. The overall list must preferably include the following countries

2.3.2.1.1. Japan [Machinery, auto]

2.3.2.1.2. Singapore and SEA [Food processing, timber]

2.3.2.1.3. Germany [Machinery]

2.3.2.1.4. China and Hong Kong SAR [Electrical, Textiles, Furniture]

2.3.2.2. **Country specific pitch creation:** The consultant shall leverage its global experts in creating country specific pitches for KPL Coastal Employment Unit. This should include among others:

2.3.2.2.1. Business rationale

2.3.2.2.2. Supply chain advantage

2.3.2.2.3. Regulatory and taxation advantages

2.3.2.2.4. Manpower / Labor resources advantage

2.3.2.3. **Lead generation:** The consultant shall identify 5-10 leads for each prioritized sub-industry. The number ought to be ~100-200 for overall Coastal Employment Unit in the first year. The overall lead list should contain classifications as follows:

2.3.2.3.1. Large industries Revenue > 1000 Cr.

2.3.2.3.2. Medium industries Revenue 500-1000 Cr.

2.3.2.3.3. Small industries Revenue < 500 Cr.

2.3.2.4. **Senior management engagement for large industries:** The consultant needs to set up meetings with at least 5 CXOs (CEO or one level below) from among leads in large industries category

2.3.2.5. **International associations reach out:** The consultant shall identify 1-2 industry associations for each prioritized country and reach out to the same.

2.3.2.6. **International roadshows:** The consultant needs to conduct at least 2 international road shows in the first year

## **2.4. Indirect marketing**

**2.4.1. Collaterals:** The consultant shall be responsible for creation of marketing collaterals like brochures, pamphlets, flyers etc.

**2.4.2. Website:** The consultant shall help KPL's IT team to set up the website for Coastal Employment Unit. The consultant's role shall be to provide contents for website including text, graphics and layout suggestions.

**2.4.3. Outdoor and other marketing:** The consultant shall create an overall marketing plan which will need to be agreed with the port. The consultant shall further help KPL's marketing team in executing the plan. The consultant's role will be to provide necessary material and guidance for preparation of materials

## **2.5. Support for tender-cum-auction**

**2.5.1. Plot definition:** The consultant shall provide inputs to port for cutting the land parcel in Coastal Employment Unit to smaller plots. In doing so, the consultant shall use the information received in expressions of interest (EoIs) from investors

**2.5.2. Defining common utility to be setup:** The consultant basis inputs from investors need to provide inputs on common utilities to be setup.

**2.5.3. Cost loading model:** The consultant shall define method of loading of common utility costs to different plot clusters basis the needs of the investors and impact on Coastal Employment Unit as a whole.

**2.5.4. Pricing:** The consultant shall assist port in arriving at the relevant market price for the land parcel in Coastal Employment Unit.

**2.5.5. Proposals under land policy guidelines:** The consultant will be responsible for reviewing key provisions of land-use policy and other relevant regulatory policies (including but not limited to ports' model concessionaire agreements, policies on port-led development under Sagarmala etc.) to identify and analyze key stipulations relevant for Coastal Employment Unit. The consultant shall help put together any proposal to be moved under land policy guidelines 2015 like extension of lease tenure of land parcels in Coastal Employment Unit beyond 30 years. The consultant shall also help co-ordinate with the ministry to ensure that the proposal is approved.

**2.5.6. Land allocation and tendering mechanism:** The consultant, post review of existing policies, will design framework for on-boarding and allocating lands to industries.

**2.5.7. Drafting RFPs:** The consultant will also be responsible for designing and drafting RFPs & RFQs for on-boarding tenants working with KPL's legal team/advisor(s). The consultants will also support KPL in evaluation of the bids and assistance in the tendering process.

**2.6.** Support in preparing Master Plan and implementation support for the proposed industrial park

**2.6.1.** Draft the necessary tender documents to appoint specialized consultants for master planning, EPC program management and environmental consultants

**2.6.2.** Assist port in appointing specialized consultants

**2.6.3.** Provide inputs from investor perspective to the specialized consultants.

This shall include

- Inputs on target industry
- Zoning plan [including overall zone allocation, plot cuts]
- List of industries for environment clearance
- Utility and infrastructure planning
- Any other state regulatory clearances needed
- Setting up of customer facilitation cell

The master consultant shall be responsible for program managing specialized consultants and in ensuring that the output is delivered as per plan and with right quality

**2.6.4.** Consultant should develop recommendations for management model for the proposed park, specifying

2.6.4.1. Clear objective definition (e.g. - promote private participation, minimize public investments and guarantee strategic control of PPT etc.)

2.6.4.2. Develop integrated economic model for Industrial Park, over the full development cycle in phases, and link industry park growth to job creation, further infrastructure/land requirements.

- 2.6.4.3. Participants (level of equity from PPT, government and private players, as required)
- 2.6.4.4. Clear development strategy (e.g. - maximizing returns, maximizing local ecosystem benefits etc.)
- 2.6.4.5. Roles & responsibilities – in development and in operations phase
- 2.6.4.6. Land development responsibilities

## **2.7. Program management and reporting structures**

- 2.7.1. The consultant will be responsible for creating dashboards/reporting tools for status/impact tracking capturing:
  - 2.7.1.1. Number of leads generated
  - 2.7.1.2. Number of discussion/site visits
  - 2.7.1.3. Number of conversions
  - 2.7.1.4. Value of conversions
- 2.7.2. The consultant will also be responsible for providing post deal closure support, in case of conversions, including program management tracking to ensure timely completion of RFP/RFQ milestones.
- 2.7.3. The consultant will be required to integrate success stories into pitch documents for subsequent road shows as well as create processes/tools for regular updating of pitch document basis converted tenants.
- 2.7.4. It should be explicitly understood that objective of the subject services is that the consultant will deliver all that is required till ultimate stage of making successful the intended objective of establishing Coastal Employment Unit.

## **2.8. Site Visit**

The bidder is advised to visit and inspect the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into a contract for the assignment. The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site, will be given during the bid period, on application to:

**The General Manager (CS & BD)**  
Kamarajar Port Limited,  
Port Administrative Office Building,  
Vallur Post, Chennai -600120.  
Telephone: 044 -27950035  
Fax: 044 – 27950002

## **2.9. Clarification by Bidders**

Any bidder requiring a clarification on the RFP document must notify the Port in writing, not later than 31.10.2017. Any request for clarification in writing must be sent in “word format” to the email: [nagarajan@kplmail.in](mailto:nagarajan@kplmail.in) and also by fax / post to the Employer address indicated in this document. The employer will respond by fax / registered post / courier / speed post / email to such requests and copies of the response will be sent to all the bidders. The reply of Port shall form part of the contract.

At any time before the submission of bid, the Port may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the document with an amendment. The Port may at its discretion extend the date for submission of RFP document.

## **2.10. Pre-Bid Conference:**

A pre-Bid conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the Bid document shall be allowed to participate in the Pre-Bid conference. Applicants who have downloaded the Bid document from the Authority’s website ([www.ennoreport.gov.in](http://www.ennoreport.gov.in)) should submit a Demand Draft of INR 5,600/- (Rupees Five Thousand Six Hundred only) inclusive of GST @ 12 % towards the cost of document, through their representative attending the conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

During the course of Pre-Bid conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

### **3. BIDDING PROCESS**

#### **3.1. Brief description of bidding Process**

3.1.1. Kamarajar Port Limited intends to follow a 3 step bidding process for selection of the successful consultant for providing the services

Step 1 : Qualification.

Step 2 : Technical Bid Evaluation

Step 3 : Financial Bid Evaluation

3.1.2. The successful Bidder would have to enter into an agreement in the form enclosed under Appendix 10 and carry out its responsibilities as stipulated therein.

3.1.3. For the purpose of the Step 1, the eligible Bidders are required to submit documents listed in Part 1 of Clause 3.3.7 (b) as Qualification Documents. The Bid submitted by Bidders whose Qualification documents are not as per the requirements of Part 1 of Clause 3.3.7 (b) will be rejected and the envelopes containing the Technical Bid and the Financial Bid will be returned to such Bidders without opening them.

Kamarajar Port Limited wishes to invite RFP bids from experienced party/ies for appointment of consultant for development of Coastal Employment Unit. The RFP bid is to be submitted in two cover system. The first cover contains "Technical Bid" and the second cover contains "Financial Bid".

Firms / Companies / Consortiums / Voluntarily formed Joint Ventures or at least one party to the Joint Venture, as the case may be, (hereinafter referred as Party / Parties) meeting all of the "Minimum Eligibility Criteria" as given below, can submit the RFP bid.

#### **Minimum Eligibility Criteria**

The bidder shall satisfy the Minimum Eligibility Criteria as under;

<b>S.No.</b>	<b>Criteria</b>	<b>Supporting documents to be submitted</b>
<b>PQ1</b>	<b>Financial Criteria:</b> Bidder to be a globally reputed firm with a minimum of average turnover of not less than INR 100 Crore during the last 3 years from consulting revenues [Consulting revenue to exclude any revenue from audit, IT, taxation]	CA certified statement as per Appendix 3 showing revenues for 3 financial years FY 14-15, FY 15-16 and FY 16-17.

<b>PQ2</b>	Experience in Large Ports Assignments: The bidder should have completed at least 3 projects with ports dealing with minimum of 50MMT of annual cargo (India or International) in the last 5 years	Work order from the client. MD self-certification for confidential projects
<b>PQ3</b>	Experience in industrialization: The bidder should have completed at least 2 projects involving strategy and marketing support for industrial parks above 500 acres in area.	Work order and a brief write up about the highlights of the projects handled to be attached. In case the projects are of confidential nature, a self-certification from MD may be provided.
<b>PQ4</b>	Global Presence: The Consultant should have offices globally or tie up with consultants based there.	Self declaration with List of offices, office address and number of consultants

*Note: The bidder must submit, with its Technical bid, the documentary evidence regarding fulfillment of all the above criteria. In case of confidentiality; the firm shall furnish a MD self-certification. In case of Joint Venture (JV) / Consortium, the lead member shall fulfill all above minimum eligibility criteria and there should not be any change of lead member, subsequently after the award of the work till the completion of assignment in all respect. The past experience executed as a lead consultant only be considered for evaluation and experience as a sub-consultant will not be considered for minimum eligibility. The bidder who has purchased the "RFP Document" must be a member of J.V. / Consortium*

- 3.1.4. Under Step 2, the Technical Bids of only those Bidders who qualify in Step 1 of the bid evaluation will be opened and evaluated to compute the Total Technical Score. The Bidders are required to submit their Technical Bids as specified in Section 3. The envelopes containing the Financial Bids of the Bidders who do not meet the criteria stipulated in Section 3 will be unopened during Financial bid opening.
- 3.1.5. Under Step 3, the Financial Bids of Bidders who qualify in Step 1 and Step 2 will be opened and evaluated to compute the Total Financial Score. The Financial Bids shall be submitted as per the format given in Annexure II.
- 3.1.6. The Bidder who scores the highest Total Composite Score would be declared as the successful Bidder. The total composite score would be calculated as described in Section-3

### **3.2. Bid by Consortium:**

Bid submitted by a consortium in addition to other conditions, shall comply with the following requirements.

3.2.1. Signed copy of Memorandum of Understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium in the event of the consortium being qualified and successful in the bidding process.

3.2.2. One of the members shall be nominated as being in charge, designated as 'Lead Member' and this authorization shall be evidenced by a power of attorney signed by legally authorized signatories of all the members (Power of attorney) to be enclosed.

3.2.3. The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the consortium and the entire execution of the assignment.

*Note: Payments, as due, shall be released only in favour of 'Lead Member' of the consortium.*

3.2.4. All members of the Consortium shall be liable jointly and severally for the execution of the services in accordance with the terms and conditions stipulated in the RFP document. A declaration to this effect signed by authorized signatories of all the members shall be enclosed to the bid.

3.2.5. In the event of default by any member in the execution of assignment or part thereof, the lead member will have the authority to assign the apportioned work to any other member acceptance to the Employer to ensure satisfactory completion of the services.

### **3.3. OTHER TERMS & CONDITIONS**

#### **A. General**

3.3.1. **Bid Preparation Cost** The Bidder shall be responsible for all of the costs associated with the preparation of its Bid and its participation in the bidding process. Kamarajar Port Limited will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

#### **3.3.2. Kamarajar Port Limited's Right to Accept or Reject Bid**

a. Notwithstanding anything contained in the Bid Document Kamarajar Port Limited reserves the right to accept or reject any Bid and to annul the bidding



process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

- b. Kamarajar Port Limited reserves the right to invite revised Technical Bids and / or revised Financial Bids from Bidders with or without amendment of the Bid document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. Kamarajar Port Limited reserves the right to reject any Bid if:
  - i. at any time, a material misrepresentation is made or uncovered, or
  - ii. the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.

## **B. Documents**

### **3.3.3. Contents of Bid Document**

The Bid Document comprises the contents as mentioned in this document and would additionally include Addenda / Amendment if any, issued in accordance with Clause 3.3.4.

### **3.3.4. Amendment of Bid Document**

- a. At any time prior to the deadline for submission of Bid, Kamarajar Port Limited may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda.
- b. Any Addendum thus issued will be hosted in the website at least two days prior to the dates specified for submission of the bids. All the Bidders who have downloaded the Bid Document are requested to verify any such addenda if added, prior to submitting their bid which will be binding upon them.

## **C. Preparation and Submission of Bid**

### **3.3.5. Language**

The Bid supporting documents, printed literature and all related correspondence and documents should be written in the English language only.

### 3.3.6. Currency

The currency for the purpose of the bid shall be in Indian Rupees (INR).

### 3.3.7. Format and Signing of Bid

a. The Bidders would provide all information as per this Bid Document as well as subsequent clarifications / explanations furnished by Kamarajar Port Limited. Kamarajar Port Limited reserves the right to reject any non responsive bid. By non responsive bid, it is meant that after opening part I – Qualifications Documents and Part II – Technical Bid, if Kamarajar Port Limited finds any shortfall which can be reasonably complied with by communicating the shortfall to the Bidder such as to provide adequate documentary evidences such as notarized copy, missing signature on the document etc. the supporting data particulars to make the bid complete and acceptable. This opportunity would not give the Bidders to make any major / material change to the submitted Bid but only to set right minor / acceptable shortfalls communicated by Kamarajar Port Limited. In case the Bidder does not respond to such communication and fail to comply with the requirement of Kamarajar Port Limited, then his Bid will be treated as non-responsive and Kamarajar Port Limited reserves the right to reject any such non responsive Bid. Under such circumstances the Bidder will be declared disqualified and his EMD and unopened Financial Bid.

b. **Part 1:** Qualification & Technical Bid Documents shall contain the following and as per the requirement set out in this RFP document at **Clause 3.5:**

- i) Application Letter as per **Appendix 1.**
- ii) Corporate information of Bidder as per **Appendix 2.**
- iii) Documents to substantiate the credentials of the Bidder meeting the minimum eligibility criteria as specified in NIT and clause 3.1.3.

**Part 2: Technical Bid** as per the requirements set out in this document

**Note:** The contents of **Part (1)** and **Part (2)** shall be uploaded.

**Part 3: Financial Bid** as per the format set out in **ANNEXURE II** (to be submitted as **Cover-II**).

### 3.4. Indemnity

The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and / or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise

### 3.5. CONTENTS OF RFP BID DOCUMENT:

- 3.5.1. **The first part of Cover - I viz.,** details of "**Qualification**" shall also contain the following in addition to the details as mentioned in **Clause 3.3.7, Part-1:**
- a. If, the Bid Document downloaded from website, the cost towards Bid Document shall be submitted in the form of Demand Draft drawn in favour of "Kamarajar Port Limited" from any Nationalized / Scheduled Bank payable at Chennai for an amount of **Rs.5,600/- (Rupees Five Thousand and Six Hundred Only) inclusive of GST @ 12 %.**
  - b. **Earnest Money Deposit** in the form of Demand Draft/BC/PO drawn in favour of "Kamarajar Port Limited" from any Nationalized/Scheduled Bank for an amount of **Rs. 2,00,000 Lakhs (Rupees Two Lakhs only)** payable/encashable at Chennai. The Earnest Money Deposit of unsuccessful Bidders will be released within 15 days of deciding L1. The EMD of successful Bidder will be released after signing of agreement and submission of performance security as Bank Guarantee as detailed in **Clause 4.18.**
  - c. Power of Attorney in the name of the person/s signing the bid documents.

- d. The Consultant should confirm that there is no conflict of interest in taking up this assignment by submitting an undertaking to the effect that, they /their affiliates will not bid for / the same project.
- e. A statement supported by documentary evidence establishing fulfillment of all the Minimum Eligibility Criteria by the Bidder/s.

3.5.2. **The Second part of Cover – I viz., the “Technical Bid”** shall contain the following:

- a. Details in respect of background of the party/ies past experience, organizational structure, key personnel, certificates from clients in respect of assignments executed in past, current assignments (in case the assignment is of confidential nature, the same can be certified by MD of the lead bidder), CVs of key personnel and details of associates likely to be involved in executing this assignment.
- b. Details in respect of proposed approach and methodology, team composition and experience for execution of the “Services” covering broadly all aspects of Scope of services as per Clause 2.1 in this document.
- c. Compilation of pre-bid queries / answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the party/ies.

*Note: Bidder/s must not indicate directly or indirectly their financial bid (COVER-II) anywhere in the documents in first cover (COVER-I) any such disclosure shall result in summary rejection of whole of the RFP bid of the concerned bidder/s.*

3.5.3. **Cover Two** titled as **“Financial Bid”**, the bidder/s shall indicate the total lump sum charges / fees (in Indian Rupees) to be paid by Kamarajar Port Limited for this services / assignment in the financial bid format enclosed as Annexure II in the RFP Document. This lump sum charges / fees shall for 12 months or till the completion of the milestones as per clause 4.19 at the same bidding value and be inclusive of all taxes, incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentations to be made during the execution of the assignment, sundries and all other expenditure for execution of these services as per the Scope of services Clause 2.1 of the RFP Document (except GST).

The bidder is also advised to refer Clause 4.12 for taxes and duties before quoting. GST shall be paid along with each stage payment, only upon production of supporting documentary evidence of actual remittance to the Tax Authorities for the previous stage payment. No **further** payment shall be made without production of evidence of remittance of the GST paid by the Port to the Tax Authorities.

**NOTE :**

- a. The lump sum fees / charges quoted by the Bidder will be paid as stage-wise payments against deliverable of the Bidder/s as detailed at Clause 4.19.*
- b. Income Tax and any other tax as per Statutory Provisions of Govt. of India and Govt. of Tamil Nadu shall be deducted by the Port from each invoice. Certificate in this regard shall be furnished by the employer.*
- c. no counter conditions should be included in financial bid. conditional financial bid shall be summarily rejected*

**3.6. Bid Due Date**

- 3.6.1. Bids should be submitted online **on or before 15.00 hours IST on 28.11.2017** (Bid Due Date), in the manner and form as detailed in this Bid Document. Bids submitted by facsimile transmission, telex or E-mail will not be acceptable.
- 3.6.2. Kamarajar Port Limited at its sole discretion may extend the Bid Due Date by issuing an Addendum, if any.

**3.7. Late Bids**

Any Bid received by Kamarajar Port Limited after the Bid Due Date and time shall not be accepted.

**3.8. Validity of bid:**

The bid shall be valid for a period of **120 days** from the date of opening of the RFP bid document.

**3.9. Change in the submitted RFP bid:**

Any alterations, modifications or change in the submitted RFP bid shall be sent in writing and must reach the General Manager (CS & BD), Kamarajar Port Limited prior to the closing time on the Bid due date. No notice of change, alterations or modification of the RFP bid shall be accepted after closing time on Bid due date.

### **3.10. Scrutiny and Evaluation of RFP bid:**

#### **3.10.1. Preliminary Scrutiny:**

In the first instance, the officer of Kamarajar Port Limited authorized to open the bid shall ascertain the availability of adequate Earnest Money Deposit as specified in **Clause 3.5.1(b)**. In case a RFP bid is received without the requisite and proper ***Earnest Money Deposit or cost towards Bid Document in case the bidder has downloaded the Bid Document from the Port's website***, it shall be summarily rejected and the technical bid cover and Cover-II of such bid containing Financial Bid shall be returned unopened to the concerned Bidder/s.

#### **3.10.2. Responsiveness of bidder:**

The bids received on time, accompanied by the requisite and proper Earnest Money Deposit shall thereafter be examined for responsiveness. A responsive bid is one which conforms to all the requirements of the Bid Document. A bid shall be treated non-responsive for any one of the following reasons:-

- i. The Bidder/s not meeting all of the Minimum Eligibility Criteria as stipulated elsewhere in this document.
- ii. All the information as indicated in the Bid Document is not furnished.
- iii. Validity of bid not confirmed.
- iv. RFP documents not signed in the manner prescribed elsewhere in this document.
- v. The RFP document and supporting documents show significant variations and or inconsistency/ies.

In the process of this examination some clarifications may become necessary. These shall be sought and furnished in writing. However, the basic RFP bid shall not be permitted to be changed / altered either to fulfill minimum eligibility criteria or to make a non-responsive bid, responsive or to qualify for meeting the technical bid parameters. The bids, which are found deficient or defective or unacceptable due to any reason, shall be treated as non-responsive. A non-responsive bid shall be rejected at this stage and the technical bid and second envelope of concerned Bidder /s will be returned to them unopened.

#### **3.11. Scrutiny of Technical Bid:**

Responsive bids shall be examined in detail for their technical contents. Compliance to Detailed Scope of Work taking into account proposed Approach and Methodology, Experience of Bidder, proposed work plan for implementation, team composition, etc. with reference to adequacy, acceptability and understanding of the Bidders shall be checked.

### **3.12. Opening and evaluation of financial bid (Cover – II):**

- 3.12.1. Financial bid of responsive bidders, who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, will be opened through e-procurement mode in the presence of authorized representative of the bidders who may wish to be present. The date of opening of financial bid will be conveyed to qualified bidders through e-portal only.
- 3.12.2. Financial bid with any counter conditions or ambiguous remarks shall be rejected.
- 3.12.3. Bidders are required to submit the Financial Bid as per the format provided in **Financial Bid**. For financial evaluation, the total cost indicated in the Financial bid will be considered. The Authority will determine whether the financial bid is complete and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

### **3.13. Evaluation of Financial Bids**

Bids will be finally ranked according to their combined technical (ST) and financial (SF) scores.

#### **3.13.1. Negotiations and Other conditions**

- a. The Successful Bidder as per **Clause 4.7** shall be considered for award after negotiation, if the Authority decides on the negotiation.

#### **b. Negotiations**

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not only for reducing the price, but will be for re-confirming the obligations of the Consultant under this RFP document. Issues such as deployment of experts, understanding of the RFP document, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, Kamarajar Port Limited reserves the right to cancel the bid and go in for re-tender.

- c. Kamarajar Port Limited will examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of Kamarajar Port Limited.

- d. Kamarajar Port Limited will examine the credentials of all Sub- Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the Kamarajar Port Limited.

**3.14. Award of Assignment / Services:**

The Bidder selected for award of assignment shall be issued letter of award by Kamarajar Port Limited. This letter along with written acknowledgement of the successful Bidder shall constitute a binding contract between the Bidder/s with Kamarajar Port Limited till signing of a formal agreement.

**3.15. Signing of Agreement:**

- a. Within 15 (fifteen) days from the date of issue of Letter of Award / Work order, the successful Bidder shall furnish a performance security for satisfactory completion of the Assignment, in the form of a Bank Guarantee as detailed in General Conditions and simultaneously sign formal agreement. Formats of Bank Guarantee (**Appendix 9**), Agreement (**Appendix 10**) and Integrity Pact (**Appendix 11**) are annexed to the Bid Document.
- b. The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security / Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

**3.16. Extension of validity of bid :**

If it becomes necessary, Kamarajar Port Limited may request the Bidder/s, in writing, to extend the validity of their bids. The Bidder/s shall have the right to refuse such an extension without forfeiting their Earnest Money Deposit. In case a Bidder extends the validity then it shall also extend the validity of its Earnest Money Deposit for corresponding period. In case Bidder/s refuse to extend the validity, the Earnest Money Deposit of the Bidder/ies will be released normally within one month from the date of such refusal.



### **3.17. Ethics**

3.17.1. It is the Employer's policy that the Consultants observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:

- c. define, for the purpose of this paragraph, the terms set forth below as follows :
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- d. will reject a RFP bid for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a domestic financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract;

3.17.2. Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Employer or Government of India or any State Government or public sector enterprise. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

3.17.3. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this RFP document and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial bid.

#### **4. CRITERIA FOR EVALUATION OF PROPOSALS**

##### **4.1. Qualification (Step-1)**

For the purpose of Qualification, the Bidders should satisfy the following minimum eligibility criteria contained in the Notice Inviting Tender (NIT). The list of supporting documents needed is also contained therein.

##### **4.2. Evaluation of Technical Bid (Step-2)**

4.2.1. In Step-2, Bids of all those Bidders who qualify under Step-1 will be evaluated.

4.2.2. The Scoring criteria to be used for evaluation shall be as follows:

a. In the first stage, the Technical bids will be evaluated as per table in sub-clause (c). Only those Technical bid score 70 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST).

b. Each Key personnel must score a minimum of 60% of marks except as provided herein. A RFP bid shall be rejected, if the Team Leader scores less than 60% marks or any two of the remaining Key personnel score less than 60%. In case the selected Applicant has one Key personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% or above.

c. The Scoring criteria for evaluation shall be as follows

<b>S.No</b>	<b>Criteria</b>	<b>Sl.No</b>	<b>Sub-criteria</b>	<b>Marks</b>
<b>A</b>	<b>Firm size</b>	A1	Firm Size: Average Annual Turnover*, over the three preceding financial years (FY 14-15, 15-16, 16-17) from consultancy business in India <ul style="list-style-type: none"><li>• 101 Cr - 200 Cr : 2 marks</li><li>• 201 Cr+ : 5 marks</li></ul> * To include only consulting revenue, exclude any revenue from audit, IT, taxation	5

<b>B</b>	<b>Relevant project experience</b>	B1	<p><b><u>Industrialization experience</u></b></p> <p>Number of assignments for SEZ/ Industrial Park focused on Industry Strategy, Business Plan and Investor Outreach in India or globally</p> <p>1) 2 projects: 5 marks 2) 3 projects: 10 marks 3) 4 or more projects: 15 marks</p>	15
<b>B</b>	<b>Relevant project experience</b>	B2	<p><b><u>Coastal Employment Unit experience</u></b></p> <p>Two Case study of Coastal Employment Unit assignment similar to the current RFP scope highlighting:</p> <p>1) Industry Outreach Strategy &amp; Execution – Strategy, Industry shortlisting, Creating Industry Specific Value proposition, Business and Management Model, Industry Outreach, Marketing (as against current RFP): 4 marks</p> <p>2) Managing Policies &amp; Processes: Proposing change in government policies, Fixing Pricing models, managing approvals, designing land allocation and tendering process and developing tender documents : 3 mark</p> <p>3) Impact from the program in terms of number of Visits, EOI and investments: 3 marks</p> <p>One of the case studies should be for engagement with a Public Sector Agency</p>	10*2=20
<b>TOTAL</b>				<b>40</b>
<b>C</b>	<b>Quality of approach &amp; methodology</b>	C1	Quality of the presentation on technical proposal on the overall approach and methodology including appreciation of key engagement challenges as brought	<b>20</b>

			<p>out in the overall approach and methodology</p> <ul style="list-style-type: none"> <li>• Understanding of terms of reference [2]</li> <li>• Recommended approach [5]</li> <li>• Proposed methodology [5]</li> <li>• Tools &amp; Framework [5]</li> <li>• Work plan [3]</li> </ul> <p>[All the above needs to be submitted in document not exceeding 10 pages]</p>	
<b>D</b>	<b>Qualification &amp; competence of the key staff for the assignment</b>	D1	<p>Details of minimum requirement of core team and evaluation criteria given below</p>	<b>40</b>
<b>GRAND TOTAL</b>				<b>100</b>

S.No	Position	Qualifications & minimum years of professional experience	Specific expertise	Marks and Scoring criteria
1.	Team Leader	Post graduate degree in management from reputed management institute.  10 years	Should have worked in the role of Team Leader for at least 5 large Transport Infrastructure projects (Ports, Shipping, Roads, Railways) covering topics of Productivity, New Terminals / Port and Industrialization, projects/ marketing/ commercialization projects with value exceeding 1 Cr. in last 5 years	<b>Marks: 8</b>  Quality of Education Institute/ degree: 2 marks  Number of Assignments: 2 marks  Quality / Relevance of Assignments: 4 marks
2.	Port shipping & expert	Post Graduate with minimum 15 Years work experience	Need to have experience in business consulting, operations improvement and strategy consulting assignments in ports & maritime sector.  Should have completed at least five projects dealing with strategy/ operations for ports and shipping companies in an expert role.  International experience is a bonus.	<b>Marks: 8</b>  Quality of Education Institute/ degree: 2 marks  Number of Assignments: 2 marks  Quality / Relevance of Assignments: 4 marks

S.No	Position	Qualifications & minimum years of professional experience	Specific expertise	Marks and Scoring criteria
3	Industrial park expert	Post Graduate with minimum 7 Years work experience	Need to have experience in industry prioritization and commercialization of at least two industrial parks of area not less than 100 acres.  Near coastal Industrial parks experience and International experience is a bonus.	<b>Marks: 5</b>  Quality of Education Institute/ degree: 1 marks  Number of Assignments: 2 marks  Quality / Relevance of Assignments: 2 marks
4	Process Industry Expert	Post Graduate with minimum 7 Years work experience	Need to have experience working in minimum 3 of the following industries <ul style="list-style-type: none"> <li>• Coal</li> <li>• Steel</li> <li>• Cement</li> <li>• Petrochem</li> <li>• Fertilizers</li> </ul> Should have completed at least two projects dealing with strategy/ operations in each of the above industry to qualify for that industry	<b>Marks: 5</b>  Quality of Education Institute/ degree: 1 marks  Number of Assignments: 2 marks  Quality / Relevance of Assignments: 2 marks
5	Discrete manufacturing Industry Expert - domestic	Post Graduate with minimum 7 Years work experience	Need to have experience working in at least 2 of the following industries in India <ul style="list-style-type: none"> <li>• Auto and auto parts</li> <li>• Machinery</li> <li>• Electrical</li> <li>• Textiles</li> <li>• Furniture</li> </ul>	<b>Marks: 4</b>  Quality of Quality of Education Institute/ degree: 1 marks  Number of Assignments: 1 marks  Quality / Relevance

S.No	Position	Qualifications & minimum years of professional experience	Specific expertise	Marks and Scoring criteria
			Should have completed at least two projects dealing with strategy/ operations in each of the above industry to qualify for that industry	of Assignments: 2 marks

S.No	Position	Qualifications & minimum years of professional experience	Specific expertise	Marks and Scoring criteria
6	Discrete manufacturing Industry Expert - international	Post Graduate with minimum 7 Years work experience	<p>Need to have experience working in at least 2 of the following industries outside India</p> <ul style="list-style-type: none"> <li>• Auto and auto parts</li> <li>• Machinery</li> <li>• Electrical</li> <li>• Textiles</li> <li>• Furniture</li> </ul> <p>Should have completed at least two projects dealing with strategy/ operations in each of the above industry to qualify for that industry</p>	<p><b>Marks: 4</b></p> <p>Quality of Education Institute/ degree: 1 marks</p> <p>Number of Assignments: 1 marks</p> <p>Quality / Relevance of Assignments: 2 marks</p>
7	Project Associate 1	Post Graduate with MBA / M TECH from a reputed institute.	<p>Minimum 3 years work experience. Should have done assignments in transportation sector including port &amp; shipping sector covering topics such as Capital Projects, Industrial Parks, Profitability Improvement,</p> <p>Project Associate should have been a permanent employee of the bidder for at least 2 years.</p>	<p><b>Marks 3</b></p> <p>Quality of Education Institute/ degree: 1 marks</p> <p>Experience in Number of Ports: 2 marks</p>



S.No	Position	Qualifications & minimum years of professional experience	Specific expertise	Marks and Scoring criteria
8	Project Associate 2	Post Graduate with MBA / M TECH from a reputed institute.	Minimum 3 years work experience. Should have done assignments in transportation sector including port & shipping sector covering topics such as Capital Projects, Industrial Parks, Profitability Improvement,  Project Associate should have been a permanent employee of the bidder for at least 2 years.	<b>Marks 3</b> Quality of Education Institute/ degree: 1 marks  Experience in Number of Ports: 2 marks

**Note: The Team Leader must be permanent and full time employee of the firm.**

#### **Method of calculation of Technical score (ST)**

The Highest Technical Bid (TM) will be given a Technical Score (ST) of 100 points. The technical scores of other bidders will be computed as follows:

$$ST = 100 \times T/TM$$

(T = Marks obtained)

#### **4.3. Short-listing of Applicants:**

All the applicants whose Technical score is more than 70 marks shall be shortlisted for financial evaluation in the second stage. Every Bidder has to provide details in respect of assignments undertaken by him as per the format set out in **Appendix 3, Appendix 4 & Appendix 4A and Appendix 5.**

#### **4.4. Evaluation of Financial bid (Step 3)**

Bidders are required to submit the Financial Bid as per the format provided in **Annexure II.** For financial evaluation, the total cost indicated in the Financial bid

will be considered. The Authority will determine whether the financial bid is complete, unqualified and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Bid (FM) will be given a financial score (SF) of 100 points. The financial scores of other bidders will be computed as follows:

$$SF = 100 \times FM / F$$

(F = amount of Financial bid)

#### **4.5. Combined and final evaluation of Technical and Financial bid**

Bids will be finally ranked according to their combined technical (ST) and financial (SF) scores as follows :  $S = ST \times Tw + SF \times Fw$  Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial bid that shall be **0.80 and 0.20 respectively.**

The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 4.9 and 4.11, as the case may be.

#### **4.6. Presentation:**

Kamarajar Port reserves the right to invite the Bidder to make a presentation covering the details of the technical bid to Kamarajar Port in case it is required.

#### **4.7. Successful Bidder**

4.7.1. The Bidder scoring highest Total Composite Score would be declared as the successful Bidder. In case of Bidders having the same Total Composite Score, the Bidder with the higher Total Technical Score would be declared as the successful Bidder.

4.7.2. The Successful Bidder shall be the first ranked Applicant (having the highest composite score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 4.5, 4.9, and 4.11, as the case may be.

#### **4.8. GENERAL CONDITIONS OF CONSULTANCY :**

##### **4.8.1. Definitions and Interpretation :**

In the contract (as hereinafter) defined the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **“EMPLOYER”**, Kamarajar Port Limited (Kamarajar Port Limited)
- b. **“BIDDER/S”** means the person or persons, firm, corporation, consortium or company who submits the BID for the subject work.
- c. **“AWARD PRICE”** means the sum named in the Bid submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the RFP document.
- d. **“OFFICER-IN-CHARGE”** means the Officer or any other official of Kamarajar Port Limited as nominated to be in-charge of works of this assignment by the Chief Engineer.
- e) **“Consultant for Financial Advisory services”** means any entity or person or associations of person who may provide or provides the Services to the Employer under the Contract.

##### **Notes:**

- i. **Qualification & competence of the key staff for the assignment *Singular and Plural:*** *Words importing the singular only also include the plural and vice versa where the context requires.*
- ii. **Headings:** *The headings as mentioned in the RFP document shall not be taken to be part thereof RFP document or be taken into consideration in the interpretation or construction thereof or of the contract.*

#### **4.9. Commencement and completion of Assignment**

- a. The successful Bidder shall commence the work immediately from the date of issue of award letter by the Employer and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct.
- b. Unless terminated earlier pursuant to clause 4.15 hereof, the Consultancy shall stand completed on acceptance by the Authority of all the items as per the Scope of Services as per clause 2.1, upon expiry of 12 months or till the completion of the milestones as per clause 4.19 at the same bidding value.

#### **4.10. Care and diligence**

The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, efficient and effective execution of their duties.

#### **4.11. Signing of Agreement**

Within 15 days from the date of the letter of award/work order, the successful Bidder shall prepare and submit the agreement format in line with the draft enclosed to the RFP document. On approval of the Employer the agreement shall be signed by both the Bidder and the employer, after payment of stamp duties as may be necessary by the successful Bidder.

#### **4.12. Taxes & Duties**

The selected Consultant shall pay all taxes, levies, duties (other than GST) which they may be liable to pay to State Government of Tamil Nadu and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the given assignment. The Consultant shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the assignment. All such payments to be made by the Consultant are deemed to have been included / considered while quoting your offer.

#### **4.13. Confidentiality**

The Consultant shall treat all the documents and information received from Kamarajar Port Limited and all other related documents/ communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless Kamarajar Port Limited authorizes this in advance in writing. The Consultant further shall return all the documents received from Kamarajar Port Limited from time to time after completion of the work related to those documents.

#### **4.14. Suspension**

The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

#### **4.15. Termination**

##### **4.15.1. By the “Employer”**

The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this **Clause 4.15.1**.

- a. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 4.14 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- b. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Consultant fails to comply with any final decision reached as a result of amicable settlement pursuant to Clause 4.29.1 hereof.
- d. If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. Any representation made or warranties given by the Consultant under this agreement is found to be false or misleading.
- f. If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- g. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- h. If the consultant fails to provide the quality services as envisaged under this contract. Kamarajar Port Limited will make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The

Kamarajar Port Limited may decide to give one chance to the consultant to improve the quality of the services.

- i. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- j. If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give not less than thirty (30) days written notice of termination to the Consultant.

#### 4.15.2. **By the Consultant**

The Consultant may terminate this Contract, by giving not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) & (b) of this Clause.

- a. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- b. If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

#### 4.15.3. **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to **Clause 4.15** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **Clause 4.13** hereof, and (iii) any right which a Party may have under the Law.

#### 4.15.4. **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses 4.15.1** or **4.15.2** hereof, the Consultant shall, immediately upon receipt or dispatch of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant the Consultant shall proceed as provided, by **Clause 4.15.5** hereof.

#### 4.15.5. **Documents Prepared by the Consultant to be the Property of the “Employer”**

All plans, reports, other documents and software prepared, if any, by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

#### 4.16. **Procedure and Payment upon Termination :**

- a. Upon termination of the Contract under **Clause 4.15** on receipt of notice of termination under **Clause 4.15.1** on giving notice of termination under **Clause 4.15.2** the Consultant shall take immediate steps to stop the Services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b. Upon termination of the contract pursuant to **Clause 4.15.1 (g), (h) or 4.15.2**, the Consultant shall be entitled to be reimbursed such pro-rata cost as per **Clause 4.19** as shall have been duly incurred prior to the date of such termination and supported by concrete evidence in the form of reports/opinion/documents. No compensation shall be given on account of termination.
- c. If the agreement is terminated pursuant of **Clause 4.15.1 (a) to (f)**, the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer and Employer’s decision in this regard shall be final.

#### 4.17. **Jurisdiction**

In case of any dispute between Kamarajar Port Limited and the Consultant, the decision of Chairman, Kamarajar Port Limited is final. The award of contract for

the work is subject to the legal jurisdiction of Chennai regarding any matters concerning the contract. The contract shall be governed by the Indian Laws in Force and any proceedings relating to this contract shall be filed or taken by the contractor to a Court of Law only in Chennai.

#### 4.18. Performance Security

Within fifteen days of issue of Letter of Award from the Kamarajar Port Limited, the Successful Bidder shall furnish to the Kamarajar Port Limited a Performance Security in the form of a Bank Guarantee from a nationalized or scheduled Commercial Bank having net worth above Rs 100 Crore for an amount equivalent to 10% of the cost quoted by the successful bidder (or) cost after negotiation with the successful bidder as per the format annexed (Appendix -IX) to the Bid document. Failure of the Successful Bidder to furnish the required bank guarantee shall constitute sufficient grounds for the termination of Contract and forfeiture of EMD. The Performance Security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the Successful Bidder.

#### 4.19. Deliverables and terms of Payment :

The Consultant shall be paid the awarded lump sum fee / charges for providing the Consultancy services as follows:

**Phase 1: Strategy development for Coastal Employment Unit and development of implementation roadmap (6 months)**  
**(50% of the amount quoted in Financial Bid)**

S.No.	Deliverables	Time from Inception	% of fixed fee payable
1	Inception Report depicting the methodology, timelines, work plan	2 <sup>nd</sup> week	10%
2	Industry shortlist with justifications as in clause 2.2.3 of scope of work section. Report should cover all industries mentioned in section 2 with additional industries suggested by the consultant. RFP for master planning and PMC consultant Management model recommendations for Coastal Employment Unit	8 <sup>th</sup> week	30%



3	<p>Finalized value propositions for industrial park</p> <p>Direct marketing plan – Domestic</p> <ul style="list-style-type: none"> <li>List of CXOs to be met</li> <li>List of associations for reach out</li> <li>List of at least 100 leads</li> <li>Plan for domestic roadshows</li> </ul> <p>Direct marketing plan – International</p> <ul style="list-style-type: none"> <li>Prioritized list of countries with justification</li> <li>Country specific pitches</li> <li>List of CXOs to be met across priority countries</li> <li>List of international associations for reach out</li> <li>Plan for international roadshows</li> <li>Indirect marketing plan</li> </ul>	16 <sup>th</sup> week	30%
4	Business case for industrial park Implementation plan for the Coastal Employment Unit with initiatives and timelines Program management and investor road show status update	24 <sup>th</sup> week	30%

**Phase 2: Implementation (6 months)**

**(50% of the amount quoted in Financial Bid)**

S.No.	Deliverables	Time from Inception	% of fixed fee payable
1	Program management and investor road show status update	28 <sup>th</sup> week	30%
2	Program management status report on implementation monitoring, tracking and status against target roadmap for implementation	Every 4 <sup>th</sup> week starting from 32 <sup>nd</sup> week till 52 <sup>th</sup> week	5 reports x 14% for each submission

**Note:**

The program will be implemented as provided above in clause 4.19 or till the completion of the milestones without any extra payment.

In the event of discontinuance of the contract during currency of the assignment, the payment due shall be paid as assessed by the Employer and Employer's decision in this regard shall be final.

#### **4.20. Security Deposit**

Security Deposit at 10% will be deducted from each stage payment subject to a maximum accumulation of 5% of the accepted value of offer. The EMD remitted by the consultant shall be adjusted against the Security Deposit. The Security Deposit shall be refunded within 30 days after completion of all assignment as per Terms of Reference (ToR).

#### **4.21. Completion Certificate**

A Completion Certificate shall be issued by the Employer on completion of all the tasks and submission of all reports/documents as indicated in scope of work in **Clause 2.1** and other conditions to this bid document to the satisfaction of the Employer.

#### **4.22. Obligations of the Consultant**

Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

#### **4.23. Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's" legitimate interests in any dealings with Sub- Consultants or Third Parties.

#### **4.24. Conflict of Interests**

The Consultant shall hold the "Employer's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

**4.25. Consultant not to benefit from Commissions, Discounts etc.**

- a. The payment of the Consultant pursuant to **Clause 4.19** shall constitute the Consultant’s only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement/works responsibility shall be for the account of the “Employer”.

**4.26. Consultant and Affiliates Not to Engage in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

**4.27. Prohibition of Conflicting Activities :**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**4.28. Consultant’s Personnel and Sub-Consultants**

**4.28.1. General**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

#### 4.28.2. **Description of Personnel**

The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's RFP bid and are described in **Appendix 5**.

#### 4.28.3. **Approval of Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their detailed self attested Curricula Vitae (CVs) in the firm's letter head along with the notarized copies of the professional qualification of the expert. If the "Employer" does not object in writing (stating the reasons for the objection) within seven (7) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

#### 4.28.4. **Removal and/or Replacement of Personnel:**

- a. Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications in accordance with Clause 4.2.2 c (D).
- b. As a condition to first substitution, the original Key Personnel (Other than Team Leader) will be allowed to be substituted by KPL with proper reason and equivalent or better qualification. In the case of a second substitution and further hereunder, such deduction shall be a sum equivalent to 10% (ten percent) of the remuneration specified for each substitution of the original Key Personnel (Other than Team Leader). In case of replacement of Key Personnel, on request of KPL, no penalty will be levied.
- c. If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the

performance of any of the Personnel, then the Consultant shall, at the “Employer’s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer” in accordance with Clause 4.2.2 c (D).

**4.28.5. Team Leader**

- a. Team Leader shall be responsible for the overall performance and administration of the Consultants’ Team at the KPL. The Team Leader will also act as the Consultant’s Representative and shall be overall in- charge for the Consultants’ Supervision team for the entire project. The major tasks for the Team Leader given in Appendix-A.
- b. The Team Leader must be permanent and full time employee of the firm.
- c. Substitution of the Team Leader shall not be considered except, for reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity. The Substitution of Team Leader on any other ground may lead to disqualification of the Applicant or termination of the Agreement

**4.29. Settlement of dispute**

**4.29.1. Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

**4.29.2. Dispute settlement**

Disputes shall be settled by arbitration in accordance with the following provisions: The Parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement. If the Parties cannot resolve any such dispute, then that dispute shall be referred to the Sole Arbitrator. The decision of the Sole Arbitrator shall be final and binding on all Parties to the agreement and the provision of Arbitration and Conciliation Act, 1996 and Rules there under along with any statutory modifications thereof; shall be deemed to apply.

Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the Parties after completion of the work.

While invoking arbitration, the Consultant shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from Kamarajar Port Limited that final bill is ready for payment, the claim of Financial Advisory Consultant shall be deemed to have been waived and absolutely barred and the Kamarajar Port Limited shall be discharged and absolved of all liabilities under the Contract. It is also a term of this Contract that if any fees are payable to the Arbitrator, these shall be paid equally by both Parties. The place of Arbitration shall be at Chennai ,India and the language to be used shall be English.

#### **4.30. Liquidated Damages**

In case of delay in satisfactory completion of any of the Services due to the Consultant for Financial Advisory Services' default beyond the stipulated period as indicated for the stages of Services or beyond reasonable schedule for Services where time period is not indicated, the Consultant shall be liable to pay liquidity damage @ 0.1% for every calendar day or part thereof subject to a maximum of 10% of total contract value. For delays in satisfactory completion of work beyond 1 (one) month, the amount of Performance Security in part or full as decided by Kamarajar Port Limited is liable to be forfeited. However, if the completion of Services is delayed on account of Consultant, extension of time for completion of Services shall be granted upon receipt of express request accompanying full justification, at the sole discretion of the Kamarajar Port Limited.

#### **4.31. Bidder's Obligations**

##### **4.31.1. Employees State Insurance Act 1948 (34 of 1948)**

- i. If the Consultant is likely to employ more than 20 employees, they should have obtained ESI code. Further, they should submit the ESI code number and confirm the payments made to them.
- ii. If they employ less than 20 employees, they have to give the list of employees to be deployed by them. They should have to pay them Employer and employee contribution to ESI in the code of KPL. Otherwise, payment to the Consultant will be withheld.
- iii. If the Consultant fails to comply with the above directions, the Principal Employer i.e Port Limited will recover the amount from the Consultant bill and make payment to ESI.

##### **4.31.2. Employees Provident fund Act 1952**

The Consultant has to comply with all provision contained in EPF & MP Act 1952.

#### **4.32. Consultant's Actions requiring Employer's prior Approval**

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

Appointing such members of the Personnel as are not listed in Appendix-V.

#### **4.33. E-PAYMENT - Payments of Consultant's bills through Banks :-**

Payments due to the consultant may, if so desired by him by made to the bank instead of direct to him, provided that the Consultant furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Officer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the Consultant should, wherever possible present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favor of the date on which

e-payment to the Consultant by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the Consultant shall have no claim on this account.

The Officers may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representatives. No claim will be entertained by the Port in this account.

The arrangements designed to work are as follows:

1. The amount due to the payee will be intimated to the port Bankers in the form of Electronic messages.
2. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.
3. If the payee's account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.
4. In all other cases, payment will be arranged through Banker's Cheque/ DDs by the State Bank of India through "speed post" or "courier service" for this the bank charges at the appropriate rates will be payable by the payee.

The E-Payment form is given in Appendix-6

#### **4.34. Facilities to be arranged by the Consultant:**

The consultant shall establish an office in Chennai at its own cost for efficient and coordinated performance of its services. The Consultants shall make their own arrangements for transport (vehicle). The Consultants shall provide all facilities, equipment (engineering and office), transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, email/Internet) and support staff which they consider to carry out the services and the cost of which shall be taken into accordingly while submitting the price bid. After completion of the contract, all articles deployed by the Consultant shall remain as their property.



**5. APPENDICES**

**Appendix 1**

**APPLICATION LETTER**

*(On the Letter head of the Bidder)*

Date: \_\_.11.2017

To  
General Manager (CS & BD),  
Port Administrative Building,  
Kamarajar Port Limited,  
Vallur  
Chennai, -600 120,  
Tamilnadu, INDIA.

**Sub:** RFP for Appointment of consultant for development of Coastal Employment Unit at  
Kamarajar Port

Sir,

Being duly authorized to represent and act on behalf of .....  
(hereinafter referred to as "the Bidder") and having reviewed and fully understood all  
of the requirements of the bid document and information provided, the undersigned  
hereby apply for the project referred above.

We are enclosing our Bid including Qualification Documents, Technical Bid and  
Financial Bid in one original plus one copy, with the details as per the requirements of  
the Bid Document, for your evaluation.

This offer is valid for a period of 120 days from the bid due date.

.....

Signature  
(Authorized Signatory)

**Appendix 2**  
**CORPORATE INFORMATION OF BIDDER**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/or commencement of business:
  
2. Details of individual(s) who will serve as the point of contact / communication for Kamarajar Port Limited within the company:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-mail address:
  - (g) Fax Number:
  
3. Name, designation, address and phone numbers of authorized signatory of the Bidder:  
Name:  
Designation:  
Address:  
Phone No. :  
Fax No. :

**Appendix 3**  
**FINANCIAL CAPACITY OF THE APPLICANT**

Sl No	Financial Year	Annual Revenue (In Rs.)
1	2014-15	
2	2015-16	
3	2016- 17	

**Certificate from the Statutory Auditor<sup>§</sup>**

This is to certify that..... (name of the Applicant) has received the payments shown above as per clause 3.1.3 against the respective years on account of professional fees.

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

**Note:**

1. Please do not attach any printed Annual Financial Statement.
2. In case of firms who adopt calendar year, the financial details for the calendar year 2014, 2015 and 2016 shall be furnished.

---

<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant

## Appendix 4

### Abstract of Eligible Assignments of the Applicant<sup>4</sup> WORKS EXECUTED DURING LAST FIVE (5) YEARS

(Refer clause 3.1.3)

S.No.	Name of Project	Name of Client	Estimated cost of Project undertaken by the Applicant (in Rs. Crore/US\$ million)	Value of the Consultancy <sup>5a</sup> services undertaken by the Applicant (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)
1				
2				

*The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-4A.*

#### **Certificate from the Statutory Auditor<sup>5</sup>**

##### **(On the letterhead of the Statutory Auditor)**

This is to certify that the information contained in Column 5 above is correct as per the accounts / records of the Applicant and/or the clients.

Name of the audit firm:

Seal of the audit firm:

Date:

[Signature, name and designation of the authorized signatory)

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

<sup>4</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name

<sup>5a</sup> Exchange rate should be taken as Rs.65 per US \$ for conversion to rupees

<sup>5</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Appendix 4A**  
**Eligible Assignments of Applicant**  
**WORKS EXECUTED [Completed] DURING LAST FIVE (5) YEARS**  
(Refer clause 3.1.3)

1	Name of the Applicant	
2	Name of the Project	
3	Brief description of the Eligible Project	
4	Description of services performed by the Applicant firm	
5	Name of entity / firm and Address: (Indicate whether public or private entity)	
6	Name, telephone no. and fax no. of entity / firm's representative	
7	Estimated cost of Eligible Project (in Rs. crore or US\$ million)	
8	Value of Consultancy services undertaken by the Applicant (in Rs. crore)	
9	Start date and finish date of Consultancy services (month/year)	

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- 3 Exchange rate should be taken as Rs. 65 per US \$ for conversion to Rupees.
- 4 The Letter of Award and completion certificate for each project indicated in Sl. no. 8 from each client with the completion value and dates have to be attached for verification of the above details.
- 5 Entity / firm shall mean the Employer for whom the Bidders carried out the assignment and are required to provide the name and contact details of the person from the respective Entity / firm.

**Note:** For all the Eligible Assignment, the Bidder shall provide a certificate from the entity for whom the eligible assignment is undertaken. In case the assignment is of confidential nature, the same can be certified by MD of the lead bidder. Kamarajar Port Limited reserves the right to seek supporting documents in respect of the Eligible Assignments from the Bidder

**Appendix 5**  
**KEY PERSONNEL AND CONSULTANT**  
**(THIS CV SHOULD BE TYPED IN BIDDER'S LETTER HEAD)**

**Curriculum Vitae (CV) of Key Personnel:**

Proposed Position:

Name of Personnel:

Date of Birth:

Nationality:

Educational Qualifications: (please refer Note 3 & 4)

Total Experience in years:

Experience relevant to the proposed position: (please refer Cl.4.2.2 c (D))

Employment Record: (Starting with present position, list in reverse order every employment held.)

List of projects on which the Personnel has worked:

(i) Name of project:

(ii) Description of responsibilities:

Details of the current assignment and the time duration for which services are required for the current assignment:

Estimated period of engagement in carrying out this project:

**Certification:**

3. I, the undersigned, certify that, my qualifications and my experience fully satisfy the essential experience criteria for my proposed position for this assignment as stipulated in Clause 4.2.2 c (D).
  
4. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
  
5. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Attach notarized / attested copy of the professional qualification certificate for each key personnel.
4. If the notarized / attested copy of professional qualification certificate is not furnished, such key person will not be considered for evaluation.

**Appendix 6**  
**E- PAYMENT FORM**

To  
General Manager (Finance),  
Port Administrative Building,  
Kamarajar Port Limited,  
Vallur  
Chennai – 600120.

Through: General Manager (CS&BD)

Sir,

We hereby give particulars for payment of the Works bill / Advance etc.

Sl No	Particulars	
1	Name of the Consultant	
2	Address of the Consultant	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which Consultant operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account ( Whether SB A/c or Current A/c )	
9	Account No :	
10	PAN No.	
11	GST Registration No.	

Yours Sincerely

(Signature of Consultant)



**Appendix 7**  
**POWER OF ATTORNEY**  
**TO WHOMSOEVER IT MAY CONCERN**

Dated: -----

Mr ..... (Name of the Person(s)), domiciled at .....  
(Address), acting as..... (Designation and name of the company),  
and whose signature is attested below, is hereby appointed as the Lead member and  
authorized on behalf of ..... (Name of the Applicant) to  
provide information and respond to enquiries etc as may be required by the Employer  
for the project of (Project title) ..... and is hereby further  
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr.....)

For.....

(Name & designation of the member of joint venture/Consortium)

- Individual power of attorney for signing the Joint Venture / Consortium shall be submitted in the above format separately by each applicant.

**Appendix 8**  
**POWER OF ATTORNEY**  
**(IN CASE OF JOINT VENTURE/CONSORTIUM)**

Know all men by these presents that we, .....,  
..... and .....  
(herein after collectively referred to as “the Joint Venture / Consortium”) hereby appoint and authorize ..... Ltd. as our Attorney. Whereas the Board of Directors of Kamarajar Port Limited (hereinafter referred to as “Employer”) have invited applications from interested parties for the ..... (herein after referred as “the project”). Whereas the members of the Joint Venture/ Consortium are interested in bidding for the Project and execution of the Project in accordance with the Conditions of Contract and other related documents.

And whereas, it is necessary under the document for the members of the Joint Venture / Consortium to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Project.

We hereby nominate and authorize ..... as our Lead Member and constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with the making an application to the Kamarajar Port, to follow up with the Employer and thereafter to do all acts, deeds and things related to the execution of the Project, on our behalf.

And we hereby agree that all the acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ..... day of .....

For and on behalf of .....

For and on behalf of .....

For and on behalf of .....

**Appendix 9**

**FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY**

1. In consideration of the Chairman representing the Board of Directors of Kamarajar Port (hereinafter called "the Port") having agreed to exempt ..... (hereinafter called "the said Consultant(s)" from the demand, under the terms and conditions of Contract awarded in No ..... dated ..... made between ..... and ..... for ..... (hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Consultant (s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.. ..... Rupees.....only).

2. We,\* ..... (hereinafter referred to as "the Bank") at the request of ..... (Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs ..... against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.

3. We,\* .....do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Consultant (s)' failure to perform the said Agreement. 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.....

4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Consultant (s) in any suit or proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequal

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant(s) shall have no claim against us for making such payment.

6. We,\* .....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 Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, Kamarajar Port Limited certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the date of expiry of the validity of the guarantee period i.e. On or before the \*\*..... we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of the contractors renew or extend this guarantee for such further period or periods as the Port may require.

7. We,\* ..... further agree with the Port, that the Port 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 Agreement or to extend time of performance by the said Consultant (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Consultant (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said Contractor(s) 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.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

9. We,\* ..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.

10. This guarantee is valid up to ..... (period) dated ..... day of .....  
for\*

\* Indicate here the Name of the Bank

\*\*Indicate here the period

Notes:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**Appendix 10**  
**FORM OF AGREEMENT**

This agreement is made on the ..... day of 2014 between Kamarajar Port Limited a body corporate under the Major Port's Act 1963, having its office at Kamarajar Port Limited, Port Administrative Building, Vallur, Chennai -600 120, hereinafter called the **'Employer'** of the one part and .....(Name of the Consultant) ..... mailing address of Consultant herein after called **'The Consultant'** of the other part. Whereas the Employer is desirous of certain tasks be performed viz. **"RFP for Appointment of consultant for development of Coastal Employment Unit at Kamarajar Port"** and has accepted the RFP bid of the Consultant as referred in the assignment NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of RFP Document hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

a. The RFP document for **"Appointment of consultant for development of Coastal Employment Unit at Kamarajar Port"** as issued by the Port.

b. All amendments to the RFP document for **"Appointment of consultant for development of Coastal Employment Unit at Kamarajar Port"** as issued by the employer prior to submission of bids, queries of Bidders, if any.

c. Award letter issued by the Employer vide No..... dated ..... and all correspondence exchanged between the Employer and the Consultant up to the date of award letter as specifically referred to in the said award letter.

3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned the Consultant hereby covenants with the Employer to execute and complete the works in conformity with in all respects with the provisions of the contract.

4. The Employer hereby covenants to pay the Consultant in consideration of the completion of the works the Consultancy charges in the manner prescribed in the RFP document and accepted by the Consultant.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED: SIGNED, SEALED AND DELIVERED By the said  
by the said

On behalf of the Employer in the  
Presence of: Presence of:

Name \_\_\_\_\_

Address \_\_\_\_\_

On behalf of the Consultant in the

Name \_\_\_\_\_

Address \_\_\_\_\_

**Appendix 11**  
**DRAFT INTEGRITY PACT**

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

**GENERAL**

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

BETWEEN

Kamarajar Port Limited, represented by the Chairman 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 RFP bid 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 RFP bid process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman 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 Indian Penal Code / Prevention of

Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Commitments of the BIDDER / 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 RFP bid 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 Indian Penal Code, 1860 / 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 RFP bid. The term 'relative' for this purpose would be as defined in

Section 6 of the Companies Act 1956.

- 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 RFP bid process. If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the RFP bid 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) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 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 Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (xiv) The decision of the 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 Velayutham Venkatachalam, IAS (Retired)**

House No:92  
Ramnagar North Extension,  
6<sup>th</sup> Main Road,  
Velachery,  
Chennai – 600 042.  
Email: vvenkat1952@yahoo.co.in

**2. Er. T.Govindarajan,**

No. 5/5/, Saraswathy Nagar,  
Behind CSI Church,  
Kovaiputhur,  
Coimbatore – 641 402.  
Email:ertgrajan@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 Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

### **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR

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

### **Other Provisions**

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

### **Law and Place of Jurisdiction**

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

### **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the Bidder / Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

### **Equal treatment of all Bidders / Contractors /Sub-Contractors**

- (a) The Bidder / Contractor undertake to demand from all sub-contractors 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 RFP bid 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

BIDDER / CONTRACTOR

by the CMD, Kamarajar Port Limited

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

\*\*\*\*\*

**FINANCIAL BID**

**(To be submitted in separate cover)**

**RFP for Appointment of consultant for development of Coastal Employment Unit  
at Kamarajar Port Limited**

To  
General Manager (CS & BD),  
Port Administrative Building,  
Kamarajar Port Limited,  
Vallur  
Chennai – 600 120,  
Tamil Nadu, INDIA.

Sir,

Sub: RFP for Appointment of Consultant for development of Coastal Employment Unit  
at Kamarajar Port Limited - reg.

I/We have perused the RFP Document for subject assignment contained in the scope  
of work and other details and am/are willing to undertake and complete the  
assignments as per terms and conditions stipulated in the 'RFP Document'.

<b>Sl. No.</b>	<b>Scope of Work</b>	<b>Amount in figures</b>
1.	RFP for Appointment of Consultant for development of Coastal Employment Unit at Kamarajar Port - the rate quoted shall be inclusive of all taxes and duties (other than GST), including incidentals, overheads, traveling expenses, boarding & lodging, stationery, expenditure related to presentation to be made during the assignment period, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in the section 'Scope of services' in the body of the RFP document for 12 months or till the completion of the milestones as per clause 4.19 at the same bidding value.	
2.	Add GST ____ %	
<b>TOTAL</b>		
(Rs.....) (in words)		

I / We also agree with the stage-wise and percentage-wise payments as detailed in **Clause 4.19** and conditions set out in **Clause 3.5.3** of RFP document. This offer is valid for a period of 120 days from the date of opening of the bid (bid due date).

Yours faithfully,

Signature: .....

Name: .....

Designation: .....

For and on behalf: .....

Address: .....

**Notes:**

- i. All the payment under this contract will be made only in Indian Rupees.
- ii. The fees / price may be quoted in Indian Rupees only.
- iii. The GST if applicable from time to time prevalent will be reimbursed to the consultant by the Employer on production of GSTIN registration certificate as per the prevailing Government rules.

Office Seal

Authorised Signatory

Place:

Date

\*\*\*\*\*