



Volume I
Request for Proposal (RFP)
for
Development of
Kerala Maritime Education and Edutainment Hub,
Neendakara, Kollam, Kerala

RE-TENDER

Etender No: 01/2025-26-HOKMB-TVM/1117/2024-E1

Issued: 26-08-2025

Last date of submission: 17-09-2025



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

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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 its 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 person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. 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, its 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 may not be complete, accurate, adequate, 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 may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 for participation in this RFP.

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 the Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons 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.



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Glossary

AICTE	All India Council for Technical Education
Appointed Date	The date on which the Financial Close is achieved, and every Condition Precedent is either being satisfied or waived.
Associate	As defined in Clause 2.1.16
Authority/ Concession Authority	As defined in Clause 1.1.1
Bid(s)	As defined in the Disclaimer
Bidder(s)	As defined in Clause 1.1.7
Bidding Documents	As defined in Clause 1.2.10
Bid Due Date	As defined in Clause 1.2.10
Bidding Process	As defined in Clause 1.3.1
Bid Security	As defined in Clause 1.3.4
CA	Chartered Accountant
COD	Commencement of Operation Date
Concessionaire	As defined in Clause 1.2.8
Concession Agreement or Agreement	As defined in Clause 1.2.8
Concession Fee	As defined in Clause 2.10
Conflict of Interest	As defined in Clause 2.3.1 (e)
Consortium	As defined in Clause 2.3.1 (a)
Damages	As defined in Clause 2.3.1 (e)
DG Shipping	Director General Shipping
Estimated Project Cost	As defined in Clause 1.2.6
Financial Capacity	As defined in Clause 2.3.1 (d)
Financial Close	Fulfilment of all the Conditions Precedent to the initial availability of funds under the Financing Agreements
Government or GoK	Government of Kerala
Highest Bidder	As defined in Clause 3.9.1
Kerala Maritime Education and Edutainment Hub (K-MEEH)	As defined in Clause 1.2.4
LOA	As defined in Clause 3.9.5
Operational Experience	As defined in Clause 2.3.1 (c)
Permanent residents of the State	<p>(i) a student who has resided or either of his parents has resided in the State for a period of not less than five years preceding the qualifying examination;</p> <p style="text-align: center;">OR</p> <p>(ii) a student who has studied in any one of the educational institutions in the State for a period of not less than five years leading to the qualifying examination;</p>
POA	Power of Attorney



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Project	As defined in Clause 1.1.7
Project Revenues	As defined in Clause 2.10
Revenue Share	As defined in Clause 2.10
RFP or Request for Proposals	As defined in the Disclaimer
Rs. or INR	Indian Rupee
Selected Bidder	As defined in Clause 1.3.6 (a)
Specified Course(s)	As defined in Clause 3.4.4
Technical Capacity	As defined in Clause 2.3.1 (c)
UGC	University Grants Commission



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Notice Inviting Tender (NIT)

E-Tender Notification No. 01/2025-26/HOKMB-TVM/1117/2024-E1

Dated: 26-08-2025

Request For Proposals (RFP)

(E-Tendering mode only)

The Kerala Maritime Board (KMB) invites online bids comprising of Technical and Financial bids from interested and eligible Bidders for the “Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala” as detailed below:

Sl.No.	Item	Particulars
1.	Project Title	RFP for “Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala”
2	Authority	Kerala Maritime Board represented by its Chief Executive Officer (CEO)
3	Project Site	The land measuring approximately 6 hectares, 81 are, 25 sq. mtr (14.9 acres) located at Neendakara Village, Kollam, Kerala, under the ownership of Kerala Maritime Board, Government of Kerala.
5	Scope of Work	The scope of the Project shall mean and include, during the Concession Period to develop Kerala Maritime Institute, Neendakara into Kerala Maritime Education and Edutainment Hub as detailed in clause 1.2.
6	Envisaged Development	6.1 Mandatory Development and Programmes / Courses The Concessionaire should complete upgradation / refurbishment / development of infrastructure / facilities / services for conducting mandatory programmes / courses cater to a student strength of 500 students in an Academic Year.
		6.1.1 Mandatory development a) The Concessionaire should complete the mandatory upgradation / refurbishment / development of infrastructure / facilities / services for operationalization of mandatory programme / courses cater to a student strength of 500 students in an Academic Year. b) The Concessionaire should complete the mandatory development of new infrastructure facilities/ services, as required for operationalization of mandatory programme / courses. c) Renovation / redevelopment / upgradation of waterfront / other infrastructure including existing wharf,



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				shed, etc. for meeting the requirements of mandatory programmes/courses.
		6.1.2	Mandatory Programme / Courses	<p>The Concessionaire shall conduct the “Mandatory Programme / Courses”: The mandatory programmes / courses shall be programmes / courses conducted related to the maritime / Inland Vessel / blue economy. The mandatory courses shall have accreditation of Central / State Authority / Director General of Shipping / Universities / AICTE / UGC etc as applicable. The courses are envisaged in the following three broad categories:</p> <ul style="list-style-type: none"> • Category 1: Postgraduate/Doctor of Philosophy/ Post Doctoral Degree Courses • Category 2: Undergraduate/Degree/Diploma Programme / Courses • Category 3: Certificate Programme / Courses
		6.2	Other permissible development and Optional Programmes / Courses	<p>The Concessionaire may undertake development of additional infrastructure & facilities and services for scaling up of mandatory programmes / courses and add optional programmes / courses and do other permissible developments.</p>
		6.2.1	Other Permissible Developments	<p>a) The Concessionaire may undertake new development of additional infrastructure & facilities and services for scaling up of mandatory / optional programmes / courses and other permissible developments</p> <p>b) The Concessionaire may also upgrade the waterfront infrastructure, if required.</p> <p>c) The Concessionaire shall develop an edutainment zone in the Site for leisure / cruise / tourism / swimming / boating / commercial use / other activities as permissible by Applicable Law subject to written approval / acknowledgement of the Authority, without hindering the smooth conduct of academic activities.</p> <p>Additional development shall be allowed to be undertaken on the balance FAR if any, after development of facilities and other required and associated infrastructure for the seamless operation of the Mandatory and Optional Courses, subject to</p>



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			compliance with relevant development control regulations and obtaining Applicable Permits..
		6.2.2	<p>Optional Programmes / Courses</p> <p>The Concessionaire may conduct courses other than those specified in the Mandatory Programmes / Courses related to the maritime / blue economy or any other relevant sectors. The conduct of the Optional Programmes / Courses shall be as follows:</p> <p>a) The optional programmes / courses could be short-term courses, certificate programmes, UG/PG/research in the areas of shipping/ logistics / commerce / management / technology / law or any other relevant areas.</p> <p>b) The programmes / courses suggested under the optional category are suggestive only and not binding on the concessionaire. The concessionaire can propose alternate programme / courses as per the terms and conditions of the RFP.</p>
7	Mode of Tendering	E-Tendering	
8	E- Tendering Website	https://etenders.kerala.gov.in/	
9	Cost of RFP	The RFP shall be available to bidders free of cost for download on the Government of Kerala e-Procurement System.	
10	Tender Fee	INR. 15,000/- plus GST (Rupees Fifteen Thousand Only plus GST) (Non-Refundable) to be paid online through e-payment mode on https://etenders.kerala.gov.in/	
11	Bid Security/EMD	INR 5,00,000/- (Rupees Five Lakhs Only)	
12	Performance Security	INR 3,25,00,000 /- (Rupees Three Crore Twenty-Five Lakh Only)	
13	Date for issue of RFP Document	26-08-2025	
14	Last date for submission of Queries via email by Bidders	03-09-2025	
15	Date and Venue of Pre-Bid Conference	10-09-2025, Online (<i>meeting link will be published in the e-tender website and KMB website</i>)	
16	Date and Time for online submission of Bids (Bid Due Date)	17-09-2025, 04.00 pm	
17	Date and Time for opening of Technical Bid	19-09-2025, 11.00 am	
18	Date and Time for Physical submission of	On or before 20-09-2025, 03.00 pm	



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	Bids (Bid Due Date Physical Submission of Technical Bid only)	
19	Date and Time for opening of Financial Bid	Will be intimated later
20	Contact details	0471-2910040/ 9544410029
21	For e-Tendering assistance	0471- 2577088/188/388



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

1. INTRODUCTION

1.1. Background

- 1.1.1. The Kerala Maritime Board (KMB) a statutory board of the Governmental of Kerala was established in 2017 under the Kerala Maritime Board Act, 2017. Erstwhile, Port Department, Kerala State Maritime Development Corporation Limited, and the Kerala Maritime Society was transferred to and vested with Kerala Maritime Board (the “**Authority**”). The KMB is responsible for controlling, managing, and operating the 17 minor/non-major ports in Kerala. With the intention of converting the State’s maritime sector into a vibrant blue economy, a series of strategic initiatives are being undertaken.
- 1.1.2. With a vision to equip students with necessary skills and knowledge to pursue successful careers in the maritime sector within the state, Kerala Maritime Institutes (KMI) was set up under the Kerala Maritime Society (KMS) in 2010. There are two campuses operating in the state that includes one in Neendakara, Kollam and the other in Kodungallur, Thrissur.
- 1.1.3. Kerala’s strategic location along the Arabian Sea makes it a pivotal hub for maritime activities, trade, and logistics in the Indian Ocean region. This geographical advantage provides direct access to major international shipping routes, enhancing connectivity with global maritime networks. The demand for shipping and marine education is intricately linked to the demand for new seafarers, with future trends suggesting a potential disparity between increasing shipping volumes and the demand for personnel. The number of Indian seafarers in the total global demand is likely to go up to 20% from 10-12% currently over the next 10 years on the back of a robust education system, linguistic skills, and young population etc.¹
- 1.1.4. The Government of Kerala is planning to develop the maritime institute under KMB as a hub of Maritime education in southern India. Kerala is evolving as a knowledge society, with enhanced investment and rapid reforms in education sector. As part of the Amrit Kaal Vision 2047, the Ministry of Ports, Shipping, and Waterways has identified 39 initiatives aimed at establishing an Innovation Ecosystem within the maritime sector to promote world-class education, research, and training. These initiatives include promoting the setup of incubators and accelerators to support startups in the maritime sector, creating Maritime Knowledge Clusters to facilitate collaborative research, establishing Centres of Excellence etc.
- 1.1.5. The KMI Neendakara is located at a picturesque location adjacent to the Neendakara bridge, a waterfront campus with access to both backwaters and sea, approximately with 6 hectares, 81 are, 25 sq. mtr (14.9 acres) of land boasts an academic building, administration building, swimming pool, dedicated hostel, canteen blocks, and a library hall. Its proximity to the water allows for practical training opportunities on- board vessels and contributes significantly to the institute’s ability to deliver a comprehensive maritime education. The campus enjoys a significant advantage due to its direct waterfront access and presence within a port city. This strategic location aligns perfectly with the Government of Kerala’s Blue Economy initiatives and plans for sustainable coastal development. Additionally, excellent road connectivity from Kollam and other neighbouring cities ensures ease of access for students and faculty.

¹ *Infra, E. (2023, April 4). Shares of Indian seafarers in global demand set to rise to 20pc in 10 yrs.: expert. ETInfra.com.*
<https://infra.economictimes.indiatimes.com/news/ports-shipping/shares-of-indian-seafarers-in-global-demand-set-to-rise-to-20pc-in-10-yrs-expert/99239126>



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1.1.6. The uniqueness of the site includes the following;

- Around 15 acres of land with abundant water frontage along with connectivity to sea and backwater.
- Strategically located with scope of catering the needs of Vizhinjam International Seaport (~89 KM), Vallarpadam International Container Transshipment Terminal (~142 KM) and Cochin Port (~134 KM).
- NH front access property.
- 10 kms from Kollam railway station, one of the major railway station in Kerala
- Scope for conducting deepwater diving courses.
- Located at the coast and access to the marine infrastructure of erstwhile Neendakara port.
- Scope for Edutainment and Infotainment Hubs utilizing the water frontages and scenic environment with high tourism potential.
- Wharf and godown spaces available with water frontage which can be used for leisure/cruise/tourism related activities.
- Picturesque location, attractive for international students.



Figure 1: Site Outline of the Location



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SL No.	Parameter	Details
1	Land Area	6 hectares, 81 are, 25 sq. mtr (~ 14.9 acres)
2	Classification of land	Purayidam
3	District/Taluk	Kollam / Karunagappally
4	Sy. No/ Block No.	333 (Neendakara Village)
5	Latitude-Longitude of site URL link of the site	Latitude: 8.93744 Longitude: 76.54221 https://maps.app.goo.gl/WXDzubnnVD9D6yWE7
6	The name & distance (kms) from the land to the nearest: Airport, Railway station and other relevant public transport points	Cochin International Airport – 157 KM Trivandrum International Airport- 76 KM Kollam Railway station – 9.5 KM KSRTC Bus Stand –9 KM
7	What are the margins to the boundaries of the plot? (Front, rear, side) and which direction does the plot face (North, south, east, west)	Front: NH 66 Rear: Fishing Harbour Side: Ashtamudi Lake East: NH 66 South: Ashtamudi Lake North: Fishing Harbour West: Fishing Harbour
8	What are the existing infrastructure developments available at the site?	Refer Appendix VII

Table 1:Details of the Site

1.1.7. The Authority hereby requests bids from interested, qualified and eligible bidders (the “**Bidder(s)**”) for the “Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala, on Design, Build, Finance, Operate, and Transfer (DBFOT) basis” (the “**Project**”).

1.2. Scope of Work

1.2.1 KMB is intending to develop the Project into a state-of-the-art maritime educational hub considering the advent of the maritime sector and the global and regional trends.

The scope of work shall mean and include the “Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala” as given below.

- a. obtain all necessary statutory clearances and approvals including but not limited to CRZ clearance



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- b. demolish the existing structures at the site of the project, if required and dispose of the debris/ salvage in an environmentally safe manner and as per the applicable regulations in this regard issued by competent authority.
- c. to design, develop, finance, procure and construct the Project, including infrastructure facilities and Other Permissible Developments, on the Site together with provision of additional Project Facilities in conformity with the Specifications and Standards set forth in the Concession Agreement and in accordance with the provision of this Agreement;
- d. manage, market operate and maintain the Mandatory Facilities and regulate the use thereof, including conducting duly certified Mandatory and Optional Courses and ensure the validity of said certification, in accordance with the provisions of this Agreement (the "Operations of Maritime Institute");
- e. performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.
- f. save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;
- g. neither assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

1.2.2. Mandatory Development and Programmes / Courses

The Concessionaire should complete upgradation / refurbishment / development of infrastructure / facilities / services and develop additional infrastructure / facilities for conducting mandatory programmes / courses for a minimum student strength of 500 students as mentioned below.

i. Mandatory development

- a. The Concessionaire should complete the mandatory upgradation / refurbishment / development of infrastructure / facilities / services for operationalization of mandatory programme / courses cater to a student strength of 500 students in an Academic Year.
- b. The Concessionaire should complete the mandatory development of new infrastructure facilities/ services, as required for operationalization of mandatory programme / courses.
- c. Renovation / redevelopment / upgradation of waterfront / other infrastructure including existing wharf, shed, etc. for meeting the requirements of mandatory programmes/courses.

ii. Mandatory Programme / Courses

The Concessionaire shall conduct the "**Mandatory Programme / Courses**": The mandatory programmes / courses shall be programmes / courses conducted related to the maritime / Inland Vessel / blue economy. The mandatory courses shall have accreditation of Central / State Authority / Director General of Shipping / Universities /



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AICTE / UGC etc as applicable. The courses are envisaged in the following three broad categories:

- **Category 1:** Postgraduate/Doctor of Philosophy/ Post Doctoral Degree Courses
- **Category 2:** Undergraduate/Degree/Diploma Programme / Courses
- **Category 3:** Certificate Programme / Courses

1.2.3. Other permissible development and Optional Programmes / Courses

The Concessionaire may undertake development of additional infrastructure & facilities and services for scaling up of mandatory programmes / courses and add optional programmes / courses and do other permissible developments.

i. Other Permissible Developments

- a. The Concessionaire may undertake new development of additional infrastructure & facilities and services for scaling up of mandatory / optional programmes / courses and other permissible developments.
- b. The Concessionaire may also upgrade the waterfront infrastructure, if required.
- c. The Concessionaire shall develop an edutainment zone in the Site for leisure / cruise / tourism / swimming / boating / commercial use / other activities as permissible by Applicable Law subject to written approval / acknowledgement of the Authority, without hindering the smooth conduct of academic activities.
- d. Additional development shall be allowed to be undertaken on the balance FAR if any, after development of facilities and other required and associated infrastructure for the seamless operation of the Mandatory and Optional Courses, subject to compliance with relevant development control regulations and obtaining Applicable Permits.

ii. Optional Programmes / Courses

The Concessionaire may conduct courses other than those specified in the Mandatory Programmes / Courses related to the maritime / blue economy or any other relevant sectors. The conduct of the Optional Programmes / Courses shall be as follows:

- a. The optional programmes / courses could be short-term courses, certificate programmes, UG/PG/research in the areas of shipping/ logistics / commerce / management / technology / law or any other relevant areas.
- b. The programmes / courses suggested under the optional category are suggestive only and not binding on the concessionaire. The concessionaire can propose alternate programme / courses as per the terms and conditions of the RFP.

1.2.4. Scope of the work will also include the following key areas:

- a. Development and equipping the Kerala Maritime Education and Edutainment Hub (K-MEEH), Neendakara, Kollam, Kerala with necessary equipment and infrastructure, as may be required for operating the Maritime Institute.
- b. The Concessionaire should ensure that no less than the following count of students complete the programmes / courses in an Academic Year
 - During first academic year from COD: 200 Nos
 - During second academic year from COD: 300 Nos



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- During third academic year from COD: 400 Nos
 - From fourth academic year onwards from COD: 500 Nos
- c. Managing and operating the Kerala Maritime Education and Edutainment Hub (K-MEEH) as a best-in-class educational institution and Centre of Excellence.
 - d. Hiring necessary, duly certified and accredited instructors and personnel required to ensure the smooth operations of the Kerala Maritime Education and Edutainment Hub (K-MEEH).
 - e. Forty per cent (40%) of the seats of each course shall be reserved for students who are permanent residents of the State. The existing reservation policies of the State shall be applicable within this quota. If the reserved quota is not filled, the Bidder shall be permitted to admit other students to fill the remaining seats as per the conditions furnished in the Concession Agreement.
 - f. Obtaining and maintaining the relevant accreditations for the courses being conducted at the Kerala Maritime Education and Edutainment Hub (K-MEEH).
 - g. Renovating the existing Wharf and associated infrastructure as described in Appendix VII of this RFP and conducting swimming, boating and other activities as part of programmes/courses, with dedicated timeslots for training activities of the candidates of the Institute if required.
- 1.2.5. The existing facilities include the Kerala Maritime Education and Edutainment Hub consisting of the infrastructure mentioned in Appendix VII.
- 1.2.6. The estimated cost of the Project (the “**Estimated Project Cost**”) has been projected as INR. 65,00,00,000 (Rupees Sixty-Five Crores Only) based on thumb rules and in-house calculations. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.2.7. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.2.8. The Selected Bidder, shall form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 prior to execution of the Concession Agreement (the “**Concessionaire**”), and shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a Concession Agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.2.9. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner, the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.2.10. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in



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accordance with such terms on or before the Bid due date specified in the Notice Inviting Tender for submission of Bids (the "**Bid Due Date**").

1.3. Brief description of Bidding Process

1.3.1. The Authority has adopted a two cover, single stage e-tendering process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project.

- a. The first cover (the "**Technical Bid**") of the process involves qualification (the "**Qualification**") of interested parties/ consortia who make an Application in accordance with the provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium).
- b. The second cover of the Bidding stage is the Financial Bid ("the **Financial Bid**") in which the price bid will be quoted by the bidder.
- c. Prior to the Pre-Bid Conference, the Bidder may download the RFP document free of cost from the Government of Kerala e-Procurement System www.etenders.kerala.gov.in. All other documents related to the bid such as an addendum (if any) response to pre-bid queries etc. shall be available for download on the said portal.
- d. The responsiveness and pre-qualification of the Bidder will be first examined based on the details submitted in the Technical Bid with respect to eligibility, qualifications and responsiveness criteria prescribed in this RFP.
- e. The online Financial Bid shall be opened only of those Bidders whose Technical Bids are determined responsive and meet qualification requirements as per this RFP.

1.3.2. Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document.

a. Authority invites sealed Bids comprising of:

- (i) the Technical Bid – to be submitted in physical and online forms, both and;
 - The Bidder should submit the sealed physical copies of the technical bid on or before the date and time specified in the Notice Inviting Tender section.
- (ii) the Price Bid – to be submitted online only through e-tendering process ((i) and (ii) are collectively referred to as the "**Bid**") from Bidders for design, build, finance, operation and transfer of the Project on [DBFOT] basis for a period of 30 (thirty) years in terms of the Agreement [hereinafter the "**Concession Period**" which shall be extended for another 15 (fifteen) years subject to the approval from Government of Kerala].
- (iii) The Bid shall be valid for a period of 180 days from the Bid Due Date.

1.3.3. The Bidding Documents (the "**Bidding Documents**") include the RFP and the draft Concession Agreement for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.

1.3.4. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid Security of INR. 5,00,000 (Rupees Five Lakhs only) (the "**Bid Security**") and a non-refundable tender fee of INR 15,000/- plus GTS (Rupees Fifteen Thousand plus GST Only) (Non-Refundable).



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1.3.5. The "Selected Bidder" shall be entitled to Design Build Finance Operate and Transfer the project site and follow the payment terms mentioned in Clause 2.10 by paying the Fixed Fee with increments in three years and a Revenue Share that must be quoted by the bidder.

1.3.6. The selection of bidder will be based on Quality cum Cost Based Model (QCBS).

- a. Generally, the bidder with the **Highest Total Score** shall be the Selected Bidder (the "**Selected Bidder**"). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, in case such Highest Bidder withdraws or is not selected for any reason, then the Project may be awarded to the the next highest ranked bidder.
- b. In the event that none of the Bidders are selected, the Authority may, in its discretion, invite fresh Bids or annul the Bidding Process, as the case may be.

1.4. Schedule for Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description	Date
Invitation to RFP / RFP Advertisement and release of RFP document	26-08-2025
Last date for receiving queries	03-09-2025
Pre-Bid Conference Date and Venue	10-09-2025, Online (link will be published in the e-tender website and KMB website)
Bid Due Date (e-tender submission)	17-09-2025
Opening of Technical Bids	19-09-2025
Physical Submission of Technical Bid	On or before 20-09-2025, 03.00 pm.
Declaration of qualified Eligible Bidders	Will be intimated later
Opening of Financial Bid	Will be intimated later
Validity of Bid	180 days from Bid Due Date
Signing of Agreement	Within 30 days of the Date of LOA

Table 2: Schedule for Bidding Process

The above schedule is tentative. The Authority reserves the right to modify the said Bidding Process schedule at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

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

1.4.2. The bid document is available online and bids are to be submitted online through e-tendering portal www.etenders.kerala.gov.in. The bidders would be required to register in the website which is free of cost.

1.4.3. Online Bidder registration process:



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- a. Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India.
- b. The Bidders shall furnish, as part of the Bid, a Tender Fee which is non- refundable and a Bid Security/EMD which is refundable.
- c. Bidders may remit the requisite EMD and the Tender Fee via bank transfer. Bidders should ensure that the Tender Fee and the EMD are **remitted in one single transaction and not separately**. Such a single bank transfer shall be made by online Payment mode through the e-Payment facility provided by the e-tender system.



2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project.
 - a. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
 - b. Each Bidder shall ensure that none of its Associates are bidding for the Project separately.
 - c. In case it is found that a Bidder and its Associate both have bid separately for this Project, the bids of both such Bidder and its Associate shall be rejected and the Bid Security of both such Bidder and its Associate shall be liable to be forfeited.
- 2.1.2. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalized/apostil by appropriate authority and notarized in the jurisdiction where the Power of Attorney is being issued, and requirement of Indian Stamp Act 1899 is duly fulfilled.
- 2.1.3. Notwithstanding anything to the contrary contained in RFP, the detailed terms specified in the draft Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a Bid Security/EMD of INR. 5,00,000 (Rupees Five Lakhs only) and a non-refundable tender fee of INR 15,000/- (Rupees Fifteen Thousand Only).
- 2.1.5. The Bidder shall submit a Power of Attorney as per the format at Appendix - II authorizing the signatory of the Bid to commit the Bidder.
- 2.1.6. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix - III . In case the Bidder is a Consortium, the Joint Bidding Agreement in the format at Appendix - IV shall be submitted by the bidder. In the case of Consortium, the correspondence with regards to the Bid shall be done with the Lead Member.
- 2.1.7. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8. The Bid and all communications in relation to or concerning the bidding documents and the Bid shall be in English language only. Any document which is in a language other than English, shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original document and its English translation, the latter shall prevail and be held binding on such Bidder.
- 2.1.9. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential



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and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.10. This RFP is not transferable.

2.1.11. Any award of Concession to undertake the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.12. Any entity which has been barred by the Central/ State Government or any entity controlled by them in India or abroad, from participating in any project (PPP or otherwise), and the bar subsists as on the Bid Due Date or had been imposed at any time in the last three (3) years immediately prior to the Bid Due Date, would not be eligible to submit a Bid. In case of a foreign entity, the same should not have been barred in the jurisdiction of its incorporation or at any other place where such foreign entity shall have undertaken any projects/ assignments, by any public or other authority in the last three (3) years immediately prior to the Bid Due Date. The Bidder shall be required to furnish an undertaking to this effect in the format provided in Appendix I-Annex VII.

2.1.13. Bidder or Associate should, in the last 2 (two) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Associate thereof.

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

However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Bidders may affix an 'Apostle' sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Bidder shall be compulsorily required to get all such "Apostilled" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were



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created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India, New Delhi.

2.1.15. Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”), to execute the Concession Agreement and implement the Project.

- In case of a single bidder, it shall be further required to subscribe and hold a minimum of 51% of the issued and subscribed equity of the SPV up to a period of 5 years of the COD and a minimum of 26 % of the issued and subscribed equity of the SPV for the entire Concession Period.
- In case Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
 - (a) The number of members in a consortium shall not exceed 6 (six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution.
 - (b) subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium;
 - (c) members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, in the format at Appendix-III, signed by all the other Members of the Consortium;
 - (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and Operations & Management (O&M) obligations;
 - (e) an individual Bidder cannot at the same time apply as a member of a Consortium in response to this RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
 - (f) the members of a Consortium shall form an appropriate SPV to undertake the Project, if awarded to the Consortium;
 - (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - i. convey the intent to form an SPV, solely for the purpose of this Project and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake to be held by each member;



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- iv. subject to sub clause v below, commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period commencing from the date of incorporation of the SPV and at least up to 5 (five) years from the date of commencement of operations date of the Project, hold equity share capital not less than (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.
- v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times until the fifth anniversary of the commencement of operations date of the Project;
- vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Commencement of Operation Date ("**COD**") of the Project is achieved in accordance with the Concession Agreement; and
- vii. except as provided under the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.1.16. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.3. and 3.4, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation,

- a. The ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person; or
- b. holding more than 50% (fifty per cent) controlling interest of such person by virtue of an agreement;
- c. power to govern the policy decisions of such person under statute or an agreement; or
- d. to appoint or remove the majority of members of the board of directors; or
- e. to cast majority of votes at a meeting of the board of directors; and

2.1.17. With respect to a person who is not a company or corporation, the power to direct the management and policies of such a person, whether by operation of law or by contract or otherwise.

2.1.18. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder, or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.19. The following conditions shall be adhered to while submitting a Bid:



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- a. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendixes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. information supplied by a Bidder (or constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- c. in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below; and
- d. in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.20. While Qualification is open to people from any country, the following provisions shall apply:

- a. Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid-up equity share capital in an Applicant, or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India;

Or

- b. if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid-up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

then the Qualification of such Applicant or in the event described in sub clause above, the continued Qualification of the Applicant shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority on this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2. Scope of Bid

- 2.2.1. The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.2.2. The Feasibility Report/Project Information Memorandum is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected



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to carry out their own surveys, investigations and other detailed examinations of the Project before submitting their Bids. Nothing contained in the Feasibility Report/Project Information Memorandum shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report/ Project Information Memorandum.

- 2.2.3. Notwithstanding anything to the contrary, contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.2.4. The Technical Bid and Financial Bid should be furnished along with all enclosures, duly signed by the Bidder's authorized signatory. The Financial Bid should be submitted online on the e-tendering site only. The Financial Bid shall clearly indicate the bid value in percentage in both figures and words. The bid value shall consist of Revenue Share to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the Concession Agreement. In the event of any difference between figures and words, the amount indicated in words shall be considered.
- 2.2.5. The Bidder will be required to deposit, along with its Bid, a Bid Security/EMD (the "Bid Security") of INR. 5,00,000 (Rupees Five Lakhs only) and a tender fee of INR 15,000/- (Rupees Fifteen Thousand Only) (Non-Refundable).
- 2.2.6. The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorizing the signatory of the Bid to commit the Bidder.
- 2.2.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favor of the Lead Member in the format at Appendix–III.
- 2.2.8. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.2.9. The documents including this RFP, and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparing and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this RFP shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.3. Pre-qualification requirements of Bidder

- 2.3.1. For determining the pre-qualification of Bidders, the following shall apply:
 - a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
 - b) A Bidder may be a natural person, private entity, trust / society, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15.



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- c) **Technical Capacity:** For demonstrating technical capacity (the “Technical Capacity”), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have:
- Managed the day-to-day operations of (“Operational Experience”) Eligible Project(s) for a period of at least 3(three) years as specified in Clause 3.4.3.
 - The sum of the number of students completed the Specified Course(s) as defined in Clause 3.4.4 shall be a minimum of 500 (Five Hundred)
- d) **Financial Capacity:** The Bidder shall have a minimum average Net Worth of INR. 10,00,00,000/- (Rupees Ten Crore Only) as (the “Financial Capacity”) for the three financial years, i.e., FY 2022-23, 2023-24 and 2024-25.
- In the case of consortium, the sum of average net worth each of the consortium members shall be considered, to establish the financial capacity of the consortium.
 - In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall for a period commencing from the date of incorporation of the SPV and up to a period of at least 5 (five) years from the date of commencement of operation date of the Project, hold equity share capital of not less than (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. Provided further that the member fulfilling Technical Capacity shall be required to subscribe and hold a minimum of 26% of the subscribed and paid-up equity of the SPV for the entire Concession Period.
- e) A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up



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equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution within the meaning of the Companies Act, 2013. For the purposes of this Clause 2.3.1 (e) , indirect shareholding held through one or more intermediate people shall be computed as follows:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject always to sub-clause above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, who puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
- vi. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- vii. such Bidder, its Member or any Associate thereof has appointed (as employee or consultant or advisor) any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1(one) year from the date of COD of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.3.1, shall include each Member of such Consortium.

- viii. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the



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- (i) issue of the LOA or
- (ii) execution of the Concession Agreement.

In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such an adviser is engaged after a period of 1 (one) year from the date of commencement of operation of the Project.

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

- a. Certificate(s) from its auditors certifying that the bidder during the past 10 (ten) years has operational experience of operating at least one Eligible Project, duly accredited by Director General of Shipping (DGS), State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc., for a period of at least 03 (three) years.
- b. Certificate(s) from its auditors specifying the net worth of the Bidder for the three financial years (FY 2022-23, 2023-24 and 2024-25).
- c. Certificate from nodal agency certifying that the Institute for which Operational Experience is sought is duly accredited by DGS, State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc.

2.4. Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application, or any information provided along therewith.

2.5. Number of Applications/Bids and Costs Thereof

- 2.5.1. No Bidder shall submit more than one Application for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- 2.5.2. The Bidders shall be responsible for all the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.



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2.6. Site Visit and Verification of Information

2.6.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for the submission of Bids.

2.6.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above;
- d. satisfied itself with all matters, things and information including matters referred to in Clause 2.6.1 herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.7. Change in Ownership

- a. By submitting the Bid, the Bidder acknowledges that it would be qualified on the basis of its qualification parameters or those of its Consortium Members (in case of Bidder being a Consortium) who shall, at all times commencing from the date of incorporation of the SPV i.e. Concessionaire until 5 (five) years from the COD of the Project, hold equity share capital representing not less than (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement; Provided further that the member fulfilling Technical Capacity shall be required to subscribe and hold a minimum of 26% of the subscribed and paid up equity of the SPV for the entire Concession Period.
- b. The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid-up equity capital of the Concessionaire shall not be less than 100 % (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until the COD. The aggregate equity shareholding of



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the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Concessionaire shall not be less than 51% (fifty one percent) until 5 (five) years from the COD of the Project (the Lock in-Period); and the members fulfilling the Technical & Financial capacity shall subscribe and hold at least 26 % (cumulative) of the subscribed and paid up equity of the SPV for the duration of the Project.

- c. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.
- d. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.8. Change in composition of the Consortium

- 2.8.1. Change in the composition of a Consortium shall not be permitted by the Authority during the Qualification Stage.
- 2.8.2. Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:
 - a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
 - b) the Lead Member continues to be the Lead Member of the Consortium
 - c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted, and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Bidders; and
 - d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not a Bidder/Member/Associate of any other Consortium bidding for this Project.
- 2.8.3. Approval for changes in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.
- 2.8.4. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.



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2.8.5. Notwithstanding anything to the contrary contained in this RFP, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising respect thereof.

2.9. Verification and Disqualification

2.9.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP, and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.9.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to continue/annul the Bidding Process and invites fresh Bids.

2.9.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or the SPV has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, and the Concession Agreement or otherwise.



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2.10. Payments to Authority

The Concessionaire undertakes to pay to the Authority, the following Concession Fee which has a Fixed Fee component and a Variable Fee component (collectively hereinafter termed as "**Concession Fee**", which shall be calculated as follows:

- A. Fixed component of Concession Fee- The Concession Fee's Fixed Fee component ("Fixed Fee") for the 01st (first) year is Rs. 1.90 Crore (One Crore Ninety Lakhs Only) plus applicable taxes. This shall be incremented by 10% (ten percentage) every 3 (three) years on a compounding basis.

and

- B. Variable Fee: The quoted revenue share in percentage (the "Revenue Share") plus applicable taxes of all the revenues attributable to the Project (the "Project Revenues") including revenues from Waterfront/Commercial infrastructure shall be paid to the Authority annually on quarterly basis.

2.11. Acknowledgement by Bidder

2.11.1. It shall be deemed that by submitting the Application, the Bidder has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clauses in this RFP; and agreed to be bound by the undertakings provided by it under and in terms hereof.

2.11.2. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.12. Right to accept or reject any or all Applications/ Bids

2.12.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.12.2. The Authority reserves the right to reject any Application and/ or Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.
- c) If the Bidder/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - i. award the project to the next highest ranked bidder ; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.



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2.12.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

2.12.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.13. Contents of the RFP

2.13.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.15.

Invitation to Bidders

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Fraud & Corrupt Practices
Section 5.	Pre-Bid Conference
Section 6.	Miscellaneous

Appendices

I.	Letter comprising the Technical Bid including Annexure I to VII
II.	Power of Attorney for signing of Bid
III	Power of Attorney for Lead Member of Consortium
IV	Joint Bidding Agreement for Consortium
V	Format of Letter of Award
VI	Format for Performance Bank Guarantee



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VII	Existing Infrastructure Details
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2.14. Clarifications

- 2.14.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail to kmb.kerala@gmail.com in accordance. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The Authority will publish all the queries and its responses thereto to all purchasers of the RFP without identifying the source of queries on the e-tender website.
- 2.14.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.14.3. The Authority may also, in its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.15. Amendment of RFP

- 2.15.1. At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.15.2. Any addendum issued hereunder will be in writing and shall be published on the e-tendering portal only.
- 2.15.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.16. Submission of Bid

- 2.16.1. The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

2.17. Language

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



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2.18. Format and signing of Application

- 2.18.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects Bid Security, proof of online payment of Tender Fee, POA and Joint Bidding Agreement etc. of the RFP are received in hard copies.
- 2.18.2. The physical Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder who shall also stamp and initial each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialised by the person(s) signing the Bid. The Bid submitted online may be signed digitally by the authorized signatory of the bidder.
- 2.18.3. Technical Bids have to be submitted both 'on-line' and 'in physical form', latest by the Bid Due Dates as specified in the RFP, and as per procedure laid down in Sections 2.11 to 2.20.6. Price Bids have to be submitted online only as per the procedure laid down in this RFP. Bids without digital signatures will not be accepted by the electronic tendering system. No Bid will be accepted only in physical form and in case it has been submitted only in the physical form it shall be rejected summarily.
- 2.18.4. The Price Bid shall be furnished only in the format as provided at the e-procurement portal, clearly indicating the bid value in both figures and words, in percentage, and signed by the Bidder's authorized signatory. In the event of any inconsistency between figures and words, the percentage indicated in words shall be considered.
- 2.18.5. Bidders are expected to carry out their own surveys, investigations and other detailed examinations of the Project Site before submitting their Bids. Nothing contained in the RFP shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.

2.19. Documents comprising Technical and Financial Bid

- 2.19.1. The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal <https://etenders.kerala.gov.in/nicgep/app> comprising of the following documents along with supporting documents as appropriate:

Technical Bid

- a. Appendix-I (Letter comprising the Technical Bid) including (Annexure I to VII) and supporting certificates / documents, including certificates from nodal agencies.
- b. Original Statement of Legal Capacity as per format at Appendix I - Annexure VI;
- c. Power of Attorney for signing the Bid as per the format at Appendix-II;
- d. if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- e. if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-IV
- f. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed or appropriate document in the case of a Trust/Society;
- g. Copies of Bidder's duly audited balance sheet and profit and loss statement for the last 3 financial years (FY 2022-23, 2023-24 and 2024-25).



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- h. Proof of payment of Bid Security of INR. 5,00,000/- (Rupees Five Lakhs only) and Tender Fee of INR. 15,000/- (Rupees Fifteen Thousand only)
- i. Signed and stamped copy of the RFP, including any addendum, corrigendum or clarification thereto.
- j. The online application by the Bidders, as per the formats mentioned in the RFP along with the supporting documents, should also accompany the following documents (Scan and upload on the e-Procurement website):
 - i. Copy of valid Incorporation Certificate/UID/other relevant document of the Bidder, if applicable.
 - ii. Copy of GST certificate, if applicable
 - iii. Copy of PAN Card. In case of a Bidder registered outside India, the copy of PAN Card will not be required. Instead, other documents as specified in the RFP will be required to be submitted.
- k. Letter of Undertaking as per format at Appendix I- Annexure VII

Financial Bid

To be uploaded as per format provided on the E- tender website.

Note: The Bidder should not submit a physical copy of the Financial Bid or mention the Bid Value anywhere in the physical copies.

2.19.2. In addition to the online submission, the Bidder shall submit one original set of the Technical Bid (together with copies of Forms/ Documents duly self-certified, required to be submitted along therewith pursuant to this RFP) and clearly marked "**ORIGINAL**" and 1(one) copy of the Technical Bid, along with Documents, marked "**COPY**".

2.19.2.1. All the documents comprising Technical Bid submitted online should also be submitted in physical form. In the event of any discrepancy between physical submission and online submission, online submission shall prevail. Hard copies of the Technical Bids are to be submitted on or before the Bid Due Date to the Authority. The Technical Bid, to be submitted **physically**, shall contain the following documents:

- a. Original Power of Attorney for signing the Bid as per format at Appendix-II;
- b. if applicable, Original Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- c. if applicable, Original Joint Bidding Agreement for Consortium as per the format at Appendix-IV
- d. Proof of payment of Bid Security of INR. 5,00,000/- (Rupees Five Lakhs only) and Tender Fee of INR. 15,000/- (Rupees Fifteen Thousand only)
- e. Original Statement of Legal Capacity as per format at Appendix I- Annexure VI.
- f. Signed and stamped copy of the RFP, including any addendum, corrigendum or clarification thereto.
- g. Appendix-I (Letter comprising the Technical Bid) including Annexure I to VII and supporting certificates / documents, including certificates from nodal agency.



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- h. Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, if a partnership then a copy of its partnership deed or any other valid document applicable for Trust/Society etc.
- i. Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years (FY 2022-23, 2023-24 and 2024-25)

2.19.3. The documents listed at Clause 2.19.1 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **"Technical Bid for the Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala, on Design, Build, Finance, Operate, and Transfer (DBFOT) basis"** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the top right-hand corner of the envelope. **The Technical Bid should not contain any information pertaining to the Financial Bid, otherwise the Bid is liable to be rejected as per Clause 3.2.1 (j)**

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

**The Chief Executive Officer,
Kerala Maritime Board
Sasthamangalam - Pipinmoodu Rd,
Thiruvananthapuram, 695010, Kerala, India.
Phone: +91 9544410029**

2.19.5. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

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

2.20. Bid Due Date

2.20.1. Technical Bid including the documents listed at Clause 2.19.1 of the RFP shall be submitted online through e-procurement portal <https://etenders.kerala.gov.in/nicgep/app> on or before the date and time specified in the Notice Inviting Tender section. The technical bid documents shall also be physically submitted on or the date and time specified in the Notice Inviting Tender section, at the address provided in Clause 2.19.4 in the manner and form as detailed in this RFP.

2.20.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an addendum in accordance with Clause 2.15 of the RFP.

2.21. Late Bids

E-procurement portal <https://etenders.kerala.gov.in/nicgep/app> shall not allow submission of any Bid after the prescribed date and time at Clause 1.4. Physical receipt of documents listed at Clause 2.19 of the RFP after the prescribed date and time at Clause 1.4 or physical submission without an online submission shall not be considered and the bid shall be summarily rejected.

2.22. Modifications/ Substitution/ withdrawal of Bids

The Bidder may modify its bid after submission, by modifying its bid on the <https://etenders.kerala.gov.in/nicgep/app>, till the Bid Due Date and any extension thereof. The procedure for modification of bids is provided on the e-Procurement System Portal. Bidders are advised to familiarize themselves with the online bid submission procedure.



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2.23. Online Opening of Bids

2.23.1. Opening of Bids will be done through online process

The Authority shall open Technical Bids (Online and physical) on (date), specified in the Notice Inviting Tender section, in the presence of the authorized representatives of the Bidders, who choose to attend. Technical Bids of only those bidders shall be opened online whose Technical Bids have been physically received. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP and verify the same against the Technical Bids (Physical) submitted by the bidder. Physical receipt of documents listed at Clause 2.19.1 (Technical Bid) of the RFP after the prescribed date and time at Clause 1.4 or non-submission of physical submission (Technical Bid) or physical submission (Technical Bid) without an online submission shall not be considered and the bid shall be summarily rejected.

2.24. Rejection of Bids

2.24.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to 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, and without assigning any reasons, therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder or may take such other steps as it may deem fit in its sole discretion as per applicable laws without being liable for the same in any manner.

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

2.25. Validity of Bid

2.25.1. The Bid shall be valid for a period of 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.26. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.27. Correspondence with Bidders

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



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D. BID SECURITY

2.28. Bid Security/Earnest Money Deposit (EMD)

2.28.1. The Bidder shall as part of its Bid, submit a Bid Security referred to in Clauses 2.1.4 hereinabove as specified below:

A Bidder is required to deposit, along with its Bid, a Bid Security, totaling to a sum of INR. 5,00,000 (Rupees Five Lakhs only) (the "Bid Security"), refundable not later than 180 (One hundred eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security.

Bidders should ensure that the Tender Fee and the EMD are remitted in one single transaction and not separately. Such a single bank transfer shall be made by online Payment mode through the e-Payment facility provided by the e-tender system. Separate or split remittance of the Tender Fee and the EMD via bank transfer will not be accepted by the e-portal, resulting in rejection of the Bid.

Bid Security in any other form shall not be allowed.

The Bid shall be summarily rejected if it is not accompanied by the Bid Security or if the same is submitted in any form other than that prescribed in this RFP.

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

2.28.3. The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, within 90 (ninety) days from the Bid Due Date.

2.28.4. The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.28.5. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.28.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.28.6. Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:

a. If a Bidder submits a Bid that is non-responsive as per Clause 3.2;

Subject however that in the event of encashment of bid security occurring due to operation of para 2.28.6 (a), the damage claimed by the Authority shall be restricted to 10 % of the value of the Bid Security



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- b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section-4 of this RFP;
- c. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. In the case of Selected Bidder, if it fails within the specified time limit
 - i. to sign and return the duplicate copy of LOA;
 - ii. to sign the Concession Agreement; or
 - iii. to furnish the Performance Security within the period prescribed
- iv. If a Bidder makes a misrepresentation as to any facts or figures regarding its Bid or during the Bidding Process in order to get the LOA/ Concession
- e. The selected bidder commits any breach prior to furnishing of the performance security;
- f. Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.



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3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

- 3.1.1. The Authority shall open the online Technical Bids as specified in Clause 1.4, in the presence of the Bidders who choose to attend.
- 3.1.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.22 shall not be opened.
- 3.1.3. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 3.1.4. Bidders are advised that the qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.5. Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 3.1.7. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Technical Capacity of the Bidder.
- 3.1.8. After evaluation of Technical Bids, the Authority will publish a list of responsive, qualified and Eligible Bidders whose financial bids shall be opened online and the date of online opening of Financial Bids will be intimated to the technically qualified bidders through e-procurement portal of the Authority. The Authority shall open the online Financial Bids on date and time to be informed in this clause in the presence of the authorized representatives of the Bidders who may choose to attend.

3.2. Tests of responsiveness

- 3.2.1. As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if,-
 - a) Technical Bid is received online as per the format at Appendix-I including Annexure I to VII;
 - b) Technical Bid is received physically;
 - c) Technical Bid is accompanied by the Bid Security and Tender Fee as specified in this RFP;
 - d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.5;
 - e) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.6, if so required;



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- f) Technical Bid contains all the information and required documents (complete in all respects);
- g) Technical Bid does not contain any condition or qualification or reservation;
- h) it is not non-responsive in terms hereof;
- i) It does not contain any information that is likely to disclose the Bidders Financial Bid, and
- j) It contains information in formats the same as those specified in this RFP.

3.2.2. It contains certificates from its auditors in the formats specified in this RFP The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

3.3. Evaluation Parameters

3.3.1. Only those Bidders who meet the Pre-qualification requirements specified in Clause 2.3 shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.4. Eligible Experience for the purpose of evaluation

3.4.1. Subject to the provisions of Clause 2.3 the following experience for Technical Capacity (the "Eligible Experience") qualifies in relation to eligible projects as stipulated in Clauses 3.4 (the "Eligible Projects"):

Operational Experience from Eligible Projects that qualify under Clause 3.4.

3.4.2. Eligible Experience shall be measured only for Eligible Projects

3.4.3. For a project to qualify as an Eligible Project:

The project should be an educational institute duly accredited by Director General of Shipping (DGS), State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc. or any similar agency recognized or approved by respective government bodies/Indian Government or it's State Governments in case of the Eligible Project being located out of India.

- a. It should have a date of start of commercial operations of at least 3 (Three) years prior to the Bid Due Date
- b. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the relevant period for which Eligible Experience is being claimed, which shall not be less than one financial year.

3.4.4. For the course(s) to be considered as Specified Course(s) (the "Specified Course(s)") the same should be:

- a. any course conducted as a full-time, on campus course of at least 6 (six) months duration, requiring the physical presence of students being issued the certification.

OR

- b. any course conducted as a full-time, on campus course accredited by Director General of Shipping (DGS), State/Central authorities, Universities (including foreign universities)/AICTE/UGC, Bodies/councils etc. in the areas of maritime/blue economy.



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

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

3.5. Details of Experience

3.5.1. The Bidder should furnish the details of Eligible Experience as stated in Clause 2.3

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

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

3.6. Technical Criteria for the purpose of Evaluation

Sl.No.	Technical Criteria	Documentary proof to be submitted
1	Financials (10 marks)	
1(a)	<p>Average net worth for last 3 financial years (FY FY 2022-23, 2023-24 and 2024-25) (max 5 marks)</p> <ul style="list-style-type: none"> 10 crores up to 50 crores: 1 mark 50 crores up to 100 crores: 3 marks Above 100 crores: 5 marks 	<p>Duly filled Appendix I - Annex III.</p> <p>Duly certified by CA along with Audited financial statements/ITR for FY 2022-23, 2023-24 and 2024-25.</p>
1(b)	<p>Average Annual Turnover for the last 3 financial years (FY 2022-23, 2023-24 and 2024-25) (max 5 marks)</p> <ul style="list-style-type: none"> 10 crores up to 25 crores: 1 mark More than 25 crores up to 50 crores: 3 marks Above 50 crores: 5 marks 	<p>Duly filled Appendix I - Annex III.</p> <p>Duly certified by CA along with Audited financial statements/ITR for FY 2022-23, 2023-24 and 2024-25.</p>
2.	Educational Experience (35 marks)	
2 a	<p>Years of operating/managing educational institutions (<i>last 20 years</i>) (Max 5 marks)</p> <ul style="list-style-type: none"> More than 3 years up to 10 years :1 mark More than 10 years up to 15 years: 3 marks Above 15 years: 5 marks 	<p>Duly filled Appendix I - Annex II.</p> <p>Certificate of Registration/ Affiliation/Recognition documents from DGS, State/Central authorities, Universities (including Foreign Universities)/AICTE/UGC etc.</p>



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2 b	<p>Average annual students' strength in an academic year (<i>any three of last five academic years</i>) (Max 5 marks)</p> <ul style="list-style-type: none"> • 500 up to 1500 students: 1 mark • More than 1500 up to 2500 students: 3 marks • Above 2500 students: 5 marks 	<p>Duly filled Appendix I - Annex II.</p> <p>CA Certified student data enrollment reports as supporting document.</p>
2 c	<p>Diversity of programmes/courses offered in an academic year (Max 5 marks)</p> <ul style="list-style-type: none"> • Certificate Courses/programmes of duration less than 1 year (0.2 mark * 5 nos = 1 mark) • Undergraduate/Degree/Diploma Courses/programme (0.5 mark * 6 nos = 3 marks) • Postgraduate/Doctor of Philosophy/ Post Doctoral Degree (0.5 mark * 2 nos = 1 mark) 	<p>Duly filled Appendix I- Annex II and Appendix I- Annex IV.</p> <p>Accreditation/Affiliation/Recognition documents from DGS, State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc.</p> <p>Admission Brochures/Prospectus</p>
2 d	<p>Diversity of programmes/courses offered in maritime/blue economy related courses in an academic year (max 5 marks)</p> <ul style="list-style-type: none"> • Certificate Courses/programmes of duration less than 1 year (0.25 mark * 4 nos = 1 mark) • Undergraduate/Degree/Diploma Courses/programme (0.75 mark * 4 nos = 3 marks) • Postgraduate/Doctor of Philosophy/ Post Doctoral Degree (0.5 mark * 2 nos = 1 mark) 	<p>Duly filled Appendix I - Annex IV.</p> <p>Accreditation/Affiliation/Recognition documents from DGS, State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc.</p> <p>Admission Brochures/Prospectus.</p>
2 e	<p>Collaborations (5 marks)</p> <ul style="list-style-type: none"> • MOU/Agreement with industry/industry bodies (0.5 mark * 2 nos = 1 mark) • MOU/Agreement with reputed foreign universities/research institutions/institutions of national importance (0.25 mark * 4 nos = 1 mark) • MOU/Agreement with industry/industry bodies in 	<p>Duly filled Appendix I - Annex IV.</p> <p>Copy of MOU/Agreement.</p>



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	<p>maritime sector (0.5 mark * 3 nos = 1.5 marks)</p> <ul style="list-style-type: none"> MOU/Agreement with reputed foreign universities/research institutions/institutions of national importance in maritime sector (0.5 mark * 3 nos = 1.5 marks) 	
2 f	<p>Innovations and Quality (5 marks)</p> <ul style="list-style-type: none"> Nos of students/faculty patents (0.5 mark * 2 nos = 1 mark) Quality certifications, national & international accreditations like NAAC/NBA/EQUIS etc. (1 mark * 4 nos of valid certifications = 4 marks) 	Duly filled Appendix I - Annex IV.
2 g	<p>Placement Track Record: Average annual percentage of students placed (last three academic years) (5 marks)</p> <ul style="list-style-type: none"> 30% up to 50% - 1 mark More than 50% up to 75% - 3 marks Above 75% - 5 marks 	<p>Duly filled Appendix I - Annex IV.</p> <p>Certified by CA with placement reports and recruiter list.</p>
3	Infrastructure Experience (20 marks)	
3 a	<p>Infrastructure development experience (Max 15 marks)</p> <p>Experience in developing infrastructure projects of value INR 15 crores and above in last 20 years</p> <ul style="list-style-type: none"> Upgradation and refurbishment of infrastructure (2.5 marks * 2 nos = 5 marks) New/Green field development of infrastructure projects (2.5 marks * 2 nos = 5 marks) Education institution (2.5 marks * 1 nos = 2.5 marks) PPP model development (2.5 marks * 1 nos = 2.5 marks) 	<p>Duly filled Appendix I - Annex IV.</p> <p>Copy of work order/agreement/completion certificate/LOA etc.</p>



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3 b	<p>Operations & Management of infrastructure of 2000 square meter and above (5 marks)</p> <ul style="list-style-type: none"> 3 to 5 years of experience – 3 marks Above 5 years of experience – 5 marks 	<p>Duly filled Appendix I- Annexure IV.</p> <p>Copy of work order/agreement/completion certificate etc.</p>
4	Proposed project vision and development Plan (35 marks)	
4.1	<p>Project Concept, Vision and Alignment (5 marks)</p> <p>Clarity, innovation, alignment with maritime sector goals, long-term development potential.</p> <ul style="list-style-type: none"> Detailed, transformative vision with strong sector alignment and innovation: 5 marks. Moderate detail and sector fit: 3–4 marks. Generic or underdeveloped concept: 0–2 marks 	<p>Duly filled Appendix I- Annex V</p> <p>Vision Note (max 5 pages), Alignment Justification, Outcome Roadmap</p>
4.2	<p>Infrastructure Development Plan – Refurbishment & Greenfield (10 marks)</p> <p>Refurbishment timelines & quality; clarity on Greenfield development phases</p> <p>Refurbishment Works (Max 5 Marks)</p> <ul style="list-style-type: none"> From Appointed Date ≤ 18 months and comprehensive upgrades: 5 marks From Appointed Date 18 to 24 months: 3 marks <p>Greenfield Plan (Max 5 Marks)</p>	<p>Duly filled Appendix I- Annex V</p> <p>Infra Layout Plans, Gantt Chart, Schedule of Spaces, Budget Mapping</p>



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	<p>Phase-wise facility plan, space allocation, infra details:</p> <ul style="list-style-type: none"> From Appointed Date \leq 36 months: 5 marks From Appointed Date 36 to 48 months: 3 marks From Appointed Date 48 to 60 months: 1 mark 	
4.3	<p>Academic Development Vision & Plan (10 marks)</p> <p>Program mix, rollout timeline, student intake targets, placement support</p> <ul style="list-style-type: none"> Program Mix (UG/PG/Cert./Diploma): 2 marks <p>Rollout Timeline:</p> <ul style="list-style-type: none"> All programs active within One Year from Appointed Date: 2 marks All programs active by within Two Year from Appointed Date: 1 mark <p>- Student Strength Commitment:</p> <ul style="list-style-type: none"> ≥ 750 students within Two Year from Appointed Date: 2 marks 500–749 students within Two Year from Appointed Date: 1 mark <p>Placement Commitment:</p> <ul style="list-style-type: none"> $\geq 75\%$ placement via MoUs/proof: 2 marks 50–74% placement via MoUs/proof: 1 mark <p>Industry Academic Linkages: 2 marks</p>	<p>Duly filled Appendix I- Annex V</p> <p>Academic Rollout Plan, Sample Curriculum, Admission Projections, Placement MoUs, Letters from Recruiters</p>



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4.4	Proposed Team (10 marks) Team roles, experience, qualifications relevant to maritime/PPP/infrastructure <ul style="list-style-type: none"> • Project Director with more than 15 years of experience in handling PPP/other projects or within the Maritime industry with BTECH/MBA/Any PG+ project management certification preferable: 4 marks • Academic Head with a PhD or master's degree with more than 10 years of experience within the Education industry: 3 marks • Infrastructure Lead with more than 5 years of experience in infrastructure development: 2 marks • Industry Liaison with more than 5 years of experience in the Maritime industry): 1 mark 	Duly filled Appendix I- Annex V CVs, Degree Certificates, Roles & Org Chart, Relevant Project List
	Total 100 marks	

The Bidder may be called for a technical presentation before the Evaluation Committee where in a detailed presentation covering the proposed project vision and development Plan mentioned above table shall be made in accordance with the Scope of Bid detailed in Clause 2.2 of the RFP. The total slides in the presentation may be limited to a maximum of 10 slides.

3.7. Financial parameters for purpose of evaluations:

- 3.7.1. The Bidder scoring more than or equal to 50% in the technical criteria will be shortlisted for financial evaluation.
- 3.7.2. In case no Bidders score 50% or more in the technical criteria, the Authority reserves the right to continue/annul with the Bidding Process.
- 3.7.3. The revenue share quoted shall be the **Financial Bid Parameter**. Along with the revenue share (**Variable Fee**), the Selected Bidder is expected to pay a **Fixed Fee** as per clause 2.10.1.
- 3.7.4. The Bids must be accompanied by the Audited Financial Statements/Annual Reports of the Bidder (of each Member in case of a Consortium) for the 3 (three) financial years (FY 2022-23, 2023-24 and 2024-25) preceding the year in which the Bid is made.
- 3.7.5. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the auditor shall certify the same. In such a case, the Bidder shall provide the



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Audited Financial Statements/ Annual Reports for the immediate preceding financial year.

- 3.7.6. The Bidder must establish the Financial Capacity specified in this RFP and provide details as per format at Appendix-I - Annex-III.
- 3.7.7. In the case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.
- 3.7.8. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority may reject / correct such claim for the purpose of qualification requirements.
- 3.7.9. The Authority reserves the right to get the Bid Security verified by the issuing authority and after due verification, the Authority will evaluate the Technical Bids for their compliance with the pre-qualification requirements pursuant to clauses of this RFP.

3.8. Final Evaluation

- 3.8.1. The evaluation of the bids will be a two-stage process based on Quality-cum-Cost Based Selection ("QCBS") method. Technical bids will be evaluated for various parameters as specified hereinafter and the bidders securing a **minimum 50% marks** in technical criteria will be considered for the next stage i.e., opening of Financial Bids.

- 3.8.2. The scores of the Technical and Financial Bids will be assigned weights as under:

Technical Score: 60%; Financial Score: 40%

- 3.8.3. The Financial Bids will be evaluated by assigning a score of 100 to the Highest Revenue Share quoted and the scores for Revenue Shares of the other qualified bids will be normalized as under:

Normalized Financial Score of a Bidder = (100 * Revenue Share quoted by a qualified bidder / Highest Revenue Share quoted)

- 3.8.4. The **Total Scores (Technical + Financial)** arrived at as above will be **ranked in descending order** and the bidder with **Highest Total Score** will be recommended by the Evaluation Committee for selection to the Competent Authority.

Illustration

In response to the RFP, 3 proposals, A, B & C were received. The evaluation committee awarded them 75, 80 and 90 marks, respectively. The minimum qualifying marks were 50. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the shortlisted participants. The evaluation committee examined the financial proposals and evaluated the quoted revenue shares as under: Prices Quoted by the qualified bidders.

A: Rs.12%

B: Rs.10%

C: Rs.11%

Using the formula (**100 * Revenue Share quoted by a qualified bidder / Highest Revenue Share quoted**),, the committee gave them the following marks for financial proposals:

A: $(12/12) * 100 = 100$ marks

B: $(10/12) * 100 = 83.33$ marks



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C: $(11/12) * 100 = 91.67$ marks

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.60 + 100 \times 0.40 = 85$ marks

Proposal B: $80 \times 0.60 + 83.33 \times 0.40 = 81.33$ marks

Proposal C: $90 \times 0.60 + 91.67 \times 0.40 = 90.67$ marks

The bidder C is the Selected Bidder here in this case.

3.9. Selection of Bidder

- 3.9.1. The Bidder scoring the **Highest Total Score** shall be the “**Highest Bidder**” and they will be selected as the **Successful Bidder**. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, in case such Highest Bidder withdraws or is not selected for any reason, then the Project may be awarded to the the next highest ranked bidder.
- 3.9.2. In case, two or more technically qualified bidders have the same Highest Total Score, then the tender would be awarded to the bidder who has scored maximum technical score.
- 3.9.3. In the above process, if the Tie Bidders score the same Technical Score, the Authority shall identify the Selected Bidder by drawing lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.9.4. Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 3.9.5. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof to the address mentioned in clause 2.19.4. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of **failure of the Selected Bidder to acknowledge the LOA** and thereof, cancel the LOA and **may award the Project to the next highest ranked bidder** i.e., Qualified Bidder scoring the next Highest Total Score.
- 3.9.6. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed in Clause 1.4 upon the completion of the following.
 - (i) Provide the Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV. Provide a legal opinion from the legal counsel with respect to the legal status of the Concessionaire (SPV) to enter into this Agreement and the enforceability of the provisions thereof.
 - (ii) Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.



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3.9.7. The stamp duty and registration charges towards signing the Concession Agreement shall be borne entirely by the Selected Bidder / Concessionaire.

4. FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2. Without prejudice to the rights of the Authority hereinabove, if an Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (three) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1. A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate.
- 5.2. During the course of the Pre-Bid conference, the Bidders will be free to seek clarification and make suggestions for consideration of the Authority. The Authority shall endeavor 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.

6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Thiruvananthapuram shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;
 - e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Application, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



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Appendix I: Letter Comprising the Technical Bid

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

Dated:

To,

The Chief Executive Officer
Kerala Maritime Board

Sub: Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala Project on Design, Build, Finance, Operate, and Transfer (DBFOT) basis

Dear Sir,

1. With reference to your RFP dated, I/we, hereby undertake to agree and abide by this RFP and any amendments thereof uploaded by the Authority.
2. With reference to your RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my/our Technical Bid for the aforesaid project. The Bid is unconditional and unqualified.
3. We acknowledge that the Authority will be relying on the information provided in the Technical Bid and the documents accompanying for selection of the Concessionaire for the aforesaid project, and we certify that all information provided in the Technical Bid and in Appendices are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. This statement is made for the express purpose of our selection as a Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
5. I/ We shall make available to the Authority any additional information it may find necessary or requires to supplement or authenticate the Technical Bid.
6. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
 - b. I/ We do not have any conflict of interest in accordance with Clause 2.3.1 of the RFP document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or



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- restrictive practice, as defined in Section 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Technical or Financial Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
 10. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
 11. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Technical Bid for this Project.
 12. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 13. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 14. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 16. The Statement of Legal Capacity as per format provided at Annex-VI in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
 17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or shall incorporate as such prior to execution of the Concession Agreement.
 18. I/ We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in the RFP.
 19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in



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connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

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

21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the occurrence of Financial Close in accordance with the Concession Agreement.}

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

Date:

Place:

Yours faithfully,
(Signature, name, and designation
of the Authorised Signatory)
Name and seal of the Bidder/ Lead
Member



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex- I: Details of the Bidder

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

- a) Basic Information:
 - 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 operations of the educational institution:
- b) Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
- c) Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
- d) Particulars of the Authorized Signatory of the Bidder/Member:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:
 - f) E-Mail Address:
- e) In case of a Consortium:
 - a) The information above (1-4) should be provided for all the Members of the Consortium.
 - b) A copy of the Joint Bidding Agreement should be attached to the Bid.
 - c) Information regarding the role of each Member should be provided as per table below:

Sr No	Name of Member	Role	Percentage of equity in the Consortium {Refer Clauses 2.1.15 (a) & 2.1.16 (g)}



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d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

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

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

Note:

1. Certificate of Registration/ Affiliation/Recognition documents from DGS, State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)

² or has been declared by the Authority as non-performer/blacklisted.



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex- II: Technical Capacity of the Bidder

(To be certified by CA)

Institute Details

Particulars	Details	Supporting Documents with page number
Name of Institute		Certificate of Incorporation/ Registration, Page No.____
Date of commencement of Operations		Certificate of Incorporation/ Registration, Page No.____
Total Years of Operations		
Average annual students' strength in an academic year (<i>any three of last five academic years</i>)		Student data enrollment reports, Page No.____
Institute accreditation (Director General of Shipping (DGS), State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc.)		Copy of certificate of accreditation, Page No.____
In the case of Consortium, Equity shareholding of the company owning the Eligible Project (with period during which equity was held)		Joint Bidding Agreement, Page No.____
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)		CA Certificate in Appendix I Annex II A, Page No.____

Specified Course Details

Sl.No	Name of the Specified Course	Course Duration	Is the course related to the maritime/blue economy sector? (Yes/No)	Number of students completed the Specified Courses	Type of Programme/ Course (Certificate Courses/programmes, Undergraduate/Degree/ Diploma Courses/programme, Postgraduate/Doctor of Philosophy)	Course accreditation (Director General of Shipping (DGS), State/Central authorities, Universities (including foreign universities)/AICTE/ UGC etc.)
1						



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

2						
3						
4						
5						

The Bidder must submit a copy of the Accreditation/Affiliation/Recognition documents from DGS, State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc. and Admission Brochures/Prospectus

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in the RFP. The information provided in this section is intended to serve as supporting information. Bidders should also refer to the Instructions below.
2. The Bidder must submit one form per institute under its management. In the case of multiple Specified Courses, the bidder can modify the table and add multiple rows.
3. In the case of a Consortium, each member should submit separate copies of the form.
4. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
5. Certificate from the Bidder's auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)

(Signature of Auditor / Chartered Accountant)



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex- II A: CA Certificate for Eligible Experience of an Associate

In the event that credit is being taken for the Eligible Experience of an Associate, the Bidder should also provide a certificate in the format below:

Certificate from Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid-up voting equity of (name of the Associate) is held, directly or indirectly , by (name of Bidder / Consortium Member). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate. A brief description of the said equity held, directly or indirectly, is given below: {Describe the shareholding of the Bidder/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex- III: Financial Capacity of The Bidder

(To be certified by CA)

Sl. No	Financial Year	Annual Net Worth (INR in Lakhs)	Annual Turnover (INR in Lakhs)
1	2022-2023		
2	2023-2024		
3	2024-2025		
Total (INR in Lakhs)			
Average of three years (INR in Lakhs)			

Note:

1. Audited financial statements for the last three financial years (2022-23, 2023-24 and 2024-25)/ ITR are to be provided by the Bidder(s) from their respective Auditor.
2. In the case of a Consortium, each member should submit separate copies of the form.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)

(Signature of Auditor / Chartered Accountant)



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Appendix I – Annex- IV: Technical Criteria of The Bidder

(To be certified by CA)

Sl.No	Particulars	Sub-criteria	Details/Number	Supporting Document (provide the respective page number in the document)
1	Name of the Management	NA		Incorporation Certificate, Page No.____
2	Name of Institute	NA		Incorporation Certificate, Page No.____
3	Commencement of Operations Date of the Institute	NA		
4	Years of Operations of the Institute	NA		Certificate of Registration/ Affiliation/Recognition documents from DGS, State/Central authorities, Universities (including foreign universities)/AICTE/UGC etc. Page No.____
5	Average annual students' strength in an academic year (<i>any three of last five academic years</i>)	NA		
6	Diversity of programmes/courses offered in an academic year (non-maritime/ non-blue economy courses)	Number of Certificate Courses/programmes of duration less than a year		Admission Brochures/Prospectus, Page No.____
		Number of Undergraduate /Diploma Courses		



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

		Number of Postgraduate/Doctor of Philosophy		
7	Diversity of programmes/courses offered in an academic year in maritime/ blue economy in an academic year	Number of Certificate Courses/programmes of duration less than a year		
		Number of Undergraduate /Diploma Courses		
		Number of Postgraduate/Doctor of Philosophy		
8	Number of industry collaborations	Maritime Industry		MoUs/ Agreements of collaborations, Page No.____
		Other Industries		
9	Number of foreign universities/ research institutions/ institutions of national importance collaborations	Maritime Industry		MoUs/ Agreements of collaborations, Page No.____
		Other Industries		
10	Number of student/faculty patents	NA		Copy of patent certifications, Page No.____
11	Number of quality certifications (NAAC/NBA/EQUIS etc.)	NA		Copy of quality certifications, Page No.____
12	What is the average annual placement percentage for the last three academic years (2021-2022,2022-2023,2023-2024)	NA		Placement reports and recruiter list, Page No.____
13	Experience in developing infrastructure projects of value INR 15 crores and above in last 20 years	Number of Upgradation and refurbishment of infrastructure projects		Appendix I- Annexure IV A
		Number of New/Green field		Appendix I- Annexure IV A



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

		development of infrastructure projects		
		Number of Education institution projects		Appendix I-Annexure IV A
		Number of PPP model development projects		Appendix I-Annexure IV A
	Years of experience in Operations & Management of infrastructure of 2000 square meter and above	NA		Appendix I-Annexure IV A

Note:

1. All the information provided above should be valid for Specified Courses from Eligible Projects
2. Copy of work order/ agreement for each infrastructure development projects to be attached. In case of PPP projects, copy of Letter of Award (LOA) to be submitted.
3. In the case of Consortium, each member should submit a separate copy of this form.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)

(Signature of Auditor / Chartered Accountant)



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex- IV A: Infrastructure Experience

Name of Infrastructure Project	Project Value	Area of the Project (in sq. meter)	Date of Commencement of Project	Date of Completion of Project	Type of Project (Upgradation/ New/Greenfield/Operation & Maintenance)	Category of the Project (PPP/Education/Others)	Supporting Document with Page number

Note:

The Bidder must submit the copy of work order/agreement/completion certificate/LOA etc. and highlight the relevant sections and indicate the page numbers in the table above.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex- V: Business Plan

The Bidders should submit a detailed business plan of a maximum of 20 to 30 pages containing the 4 evaluation criteria's including Project Concept, Vision and Alignment, Infrastructure Development Plan – Refurbishment & Greenfield development, Academic Development Vision & Plan and Proposed Team. Separate sections shall be dedicated for each criteria detailing out the criteria.

Sl.No	Evaluation Criteria	Description	Evaluation Parameter
1	Project Concept, Vision and Alignment	The Bidder shall submit a comprehensive and well-structured proposal outlining their Project Concept, Vision for Development, and its Alignment with the strategic goals of the Government of Kerala and the Kerala Maritime Board in promoting maritime education and skill development.	This section shall be evaluated based on the depth, clarity, feasibility, and innovativeness of the bidder's development vision and the extent to which it aligns with the broader objectives and vision of the maritime sector in the state, national and global level.
2	Infrastructure Development Plan – Refurbishment & Greenfield development	The bidder shall submit a brief Infrastructure Development Plan outlining the proposed refurbishment of existing facilities and the greenfield development of new infrastructure for the Kerala Maritime Institute. The plan should indicate key facilities to be upgraded or developed (e.g., academic blocks, hostels, training labs, simulators), the broad phasing and timeline of implementation, and integration with the Institute's future growth. The proposal should also highlight any innovative features such as use of green technologies, energy efficiency measures, or smart campus systems. Conceptual layout or schematic diagrams may be included to support the plan. Gantt chart with specific timelines for key milestones	The Infrastructure Development Plan will be evaluated based on the overall quality and clarity of the proposal, with specific focus on the practicality and coherence of the refurbishment and greenfield development approach. Emphasis will be placed on the proposed timeline for refurbishment works, including how well the phasing minimizes disruption to ongoing academic activities. Higher marks will be awarded to plans that demonstrate a clear understanding of institutional needs, present realistic implementation strategies, and effectively integrate both existing and new infrastructure components.



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3	Academic Development Vision & Plan	The bidder shall submit a concise and well-structured Academic Development Vision & Plan for the proposed Kerala Maritime Institute. The submission should outline the proposed academic focus areas, range of maritime and allied programs (degree, diploma, certification), target student segments, and roadmap for academic roll-out in phased manner. It should reflect the bidder's understanding of evolving maritime industry needs and demonstrate innovation, employability linkage, and academic excellence. The plan should include indicative timelines, proposed affiliations/accreditations, and strategies for faculty development, curriculum design, and industry integration.	Program mix, rollout timeline, student intake targets, placement support, uniqueness, timelines
4	Proposed Team	The bidder shall submit a detailed team composition and deployment plan for the proposed Kerala Maritime Institute, clearly indicating the key personnel who will be involved in the planning, development, and operation phases of the project. The submission should include the qualifications, relevant experience (particularly in maritime education and infrastructure), and roles of each team member.	The proposed team will be evaluated based on the relevance and depth of experience and qualifications in areas such as maritime education, academic administration, infrastructure development, industry collaboration, PPP, and project implementation as the case may be. The qualifications, roles, and deployment commitment of each team member will be assessed based on the submitted documentation.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title , Date)



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex VI: Statement of Legal Capacity

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

Date:

To,

Chief Executive Officer,
Kerala Maritime Board,
Government of Kerala
Sasthamangalam, Thiruvananthapuram
Kerala – 695010

Sub: Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the Bidding Document.

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

*Please strike out whichever is not applicable.



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix I – Annex- VII: Letter of Undertaking

[On the Letterhead of the Bidder (in case of Single Bidder) & each Member (in case of Consortium)]

Date:

Re: [name of the Project]

Sir,

We confirm that we are not barred by the Government of Kerala, Chief Executive Officer or any other State Government in India (SG) or Government of India (GoI), or the Government of [insert name of the country of origin in case of a foreign company/ body corporate] or public authority of [insert name of the country of origin in case of a foreign company/ body corporate] or any of the agencies of -----from participating in any category of infrastructure projects (Construction, or otherwise) during anytime during the last 03 years .

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix II: Format for Power of Attorney for signing of Application

Know all men by these presents, we, (name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son/daughter/wife of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the “**Authority**” including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF, 20.....
For

(Signature, name, designation and address
of person authorized by Board Resolution
(in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarized

Notarized

Person identified by me/personally appeared before me.

/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date _____

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix III: Format for Power of Attorney for Lead Member of Consortium

The “Authority” has invited bids from interested parties for the development of “the Project”. Whereas, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, and M/s., having our registered office at, (hereinafter collectively

referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s....., having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession to undertake the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, receive and acknowledge the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For
(Signature, Name & Title)

For



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the*
- *Delegation of power hereunder on behalf of the Bidder.*



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix IV Joint Bidding Agreement for Consortium

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
2025

AMONGST

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

AND

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

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

WHEREAS,

The "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No. dated(the "RFP") for award of contract for the "Project".

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

It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bidding Documents

2. Consortium

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

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

3. Covenants

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



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below: Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

Party of the Second Part shall be {the Technical Member/ Operation and Maintenance Member of the Consortium;}

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

First Party:

{Second Party:}

6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times commencing from the date of incorporation of the SPV and up to the 05 (fifth) anniversary of the date of commencement of operations date of the Project, be held by the Parties of the First, {Second} Part whose experience and net worth have been reckoned for the purposes of qualification and Eligibility of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commencement of operation date of the Project and the fifth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost

6.4. The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times until the fifth anniversary of the commencement of operations date of the Project and the members whose experience will be evaluated for the pre-qualification purpose of this RFP shall subscribe and collectively hold at least 26 % of the subscribed and paid-up equity of the SPV for the duration of the Concession Period.

6.5. The Parties undertake that they shall comply with all equity lock-in requirements set for thin the Concession Agreement.

7. Representation of the Parties

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

Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement; The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of



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power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

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

this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement⁸. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Consortium is awarded Concession to undertake the Project. However, in case the Consortium is either not qualified or Eligible for the Project or does not get selected forward of the Project, the Agreement will stand terminated.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Consortium is awarded Concession to undertake the Project. However, in case the Consortium is either not qualified or Eligible for the Project or does not get selected forward of the Project, the Agreement will stand terminated.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

- The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the
- executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix V: Format for Letter of Award

(To be issued by Authority to the Selected Bidder)

Date: _____

To,
(The Selected Bidder)

Dear _____,

Sub: Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala

Letter of Award (LOA)

1. We refer to the Bid dated ----- including the Financial Bid submitted by you in response to our Request for Proposal (RFP) dated ----- and other documents constituting the Bidding Documents.

The capitalized terms used herein shall have the same meaning as set forth in the draft Concession Agreement to be executed in pursuance of the RFP document and this Letter of Award.

2. We are pleased to inform you that your above-referred Bid including the Financial Bid has been accepted by the Authority and you are being issued this Letter of Award subject to the following terms and conditions:

a. As per your Bid dated -----, The Fixed Fee component of the Concession Fee will be Rs 1.90 Crore (One Crore Ninety Lakhs) plus applicable taxes with an increment of 10% every 3 years as set forth in the Agreement and the Revenue Share, the Variable component of Concession Fee, shall be ---- % (----- percentage) plus applicable taxes which will be payable in accordance with the Bidding Documents and revisions thereof.

b. As per clause 3.9.6 of the RFP Carry out, with Authority, on a mutually agreed date and time, an inspection of the Site (joint survey) and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site.

c. As per clause 3.9.6 of the RFP Provide:

- (i) Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority.
- (ii) Memorandum and Articles of Association of the SPV
- (iii) Provide a legal opinion from the legal counsel with respect to the legal status of the Concessionaire (SPV) to enter into this Agreement and the enforceability of the provisions thereof.

d. You/SPV shall incur the duties, levies and taxes applicable for the execution of the Agreement.

e. You/SPV shall comply with all the terms and conditions of the Bidding Documents.

It may also be kindly noted that in the event you fail to comply with any one or more of the terms and conditions mentioned above and the terms and conditions mentioned in the Bidding Documents,



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

within the time period and in the manner prescribed therein, we, in addition to all other rights and remedies that may be available to us under the provisions of the RFP document and the applicable laws, shall be at absolute liberty and freedom to treat your Bid as rejected and deal with the captioned Project as we may deem fit in our absolute discretion.

You are requested to acknowledge receipt of this Letter of Award in writing within 7 (seven) days from the date of its issuance.

We look forward to an early compliance of the above-mentioned requirements by you.

Yours Faithfully
CEO
Kerala Maritime Board
Government of Kerala

We hereby acknowledge the receipt of this Letter of Award
For Selected Bidder
Authorized Signatory



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix VI: Format For Performance Bank Guarantee

The.....,

.....

.....

WHEREAS:

..... (the "Concessionaire") and the (the "Authority") have entered into a Concession agreement dated (the "Agreement") whereby the Authority has agreed to the Concessionaire undertaking the development of the Project on design, build, finance, operate and transfer (the "DBFOT") basis, subject to and in accordance with the provisions of the Agreement.

The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of INR 3,25,00,000 (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement). We, through our Branch at , Kerala (the "**Bank**") at the request of the Concessionaire, do hereby in terms of Agreement, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Agreement by the Concessionaire and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount up to the Guarantee Amount, under this Performance Security, as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Concessionaire if the Concessionaire shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Agreement .

have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally, and irrevocably, guarantees and affirms as follows:

1) The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2) A letter from the Authority that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final, and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3) In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank,



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whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4) It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5) The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6) This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7) Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force up to the COD of the Project and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee (Claim Period) i.e. COD plus 06 months thereafter, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8) The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee, and the undersigned has full powers to do so on behalf of the Bank. It shall not be necessary for the Authority to proceed against the said Concessionaire before proceeding against the Bank (invoking the Bank Guarantee) and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Concessionaire or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized

9) Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank or in person at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

10) This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period up to the COD of the Project with an additional claim period of 06 months thereafter mentioned in the Concession Agreement or until it is released earlier by the Authority pursuant to the provisions of the Agreement.



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

The jurisdiction of this Performance Security shall be in Thiruvananthapuram, Kerala.

For the avoidance of doubt, the Bank's liability under this Performance Security guarantee shall be restricted to INR. 3,25,00,000 /- (Rupees Three Crore Twenty-Five Lakhs Only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 7 hereof, on or before *** (indicate date falling 180 days after the COD).

Signed and sealed this day of....., 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

(Email)

NOTES:

1. The bank guarantee should contain the name, designation, email and code number of the officer(s) signing the guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned in the covering letter for issuing Branch.



Development of Kerala Maritime Education and Edutainment Hub Neendakara, Kollam, Kerala on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

Appendix VII: Existing Infrastructure Details

Sl.No.	Structure	Approximate Built Up Area(Sq. mt.)
1	Academic Block	3038 sqm
2	Library	215 sqm
3	Hostel	2917 sqm
4	Canteen	195 sqm
5	Security Cabin	21 sqm
6	Swimming Pool	351 sqm
7	Electrical & Sub-Station	107 sqm
8	Workshop building	1942 sqm
9	Wharf	1050 sqm
10	Building 1	261 sqm
11	Building 2	517 sqm
12	Building 3	96 sqm
13	Building 4	129 sqm
14	Road & Drain	-
15	Compound Wall	-
16	UG Sump	-