



Kerala Maritime Board

A Statutory Board of Govt. of Kerala

REQUEST FOR PROPOSAL

for

**Ponnani Maritime & Industrial Hub,
Malappuram, Kerala**

ETender Number: HOKMB-TVM/481/2025-C1

Date of Issue of RFP: 25-09-2025

Date of Submission: 10-11-2025

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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 RF is not an agreement and is neither an offer 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 the formulation of their application (the "**Application**") and 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 with pre-qualification of Bidders for participation in the Bidding Process.

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 and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. 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 Application, regardless of the conduct or outcome of the Bidding Process.

Data Sheet

Sl. No	Particulars	Details
1	Project Title	Development of Ponnani Maritime & Industrial Hub, Malappuram, Kerala
2	Project Scope	This RFP is floated for the selection of a Concessionaire for Development of Ponnani Maritime & Industrial Hub, Malappuram, Kerala under Design, Build, Finance, Operate and Transfer (DBFOT) mode on Public Private Partnership (PPP). Scope of work for the Project entails Development Options which are detailed in Clause 1.2.
3	Authority	Kerala Maritime Board represented by its Chief Executive Officer (CEO)
4	Implementation Format	Public Private Partnership (PPP)
5	Concession Format	Design-Build-Finance-Operate-Transfer (DBFOT)
6	Institutional Structure for Implementation	The Selected Bidder, shall undertake to incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 as such prior to execution of the Concession Agreement (the " Concessionaire ") that shall be exclusively responsible for designing, engineering, financing, procurement, construction, marketing, operation, management and maintenance of the Project under and in accordance with the provisions of the Concession Agreement, to be entered into between the Concessionaire and the Authority.
7	Concession Period	Up to 30 (thirty) Years from the Date of Award of Concession, extendable for a further period of 15 (fifteen) years or more with prior approval of the Government of Kerala
8	Development Options	The selected bidder is expected to develop a project according to their vision. Illustrative areas of potential development are listed below: 1. Cruise Terminal 2. Renewable Energy Park 3. Logistics & manufacturing in strategic sectors 4. Ship/Boat building and auxiliary facilities
9	Consortium	Maximum 6 members (including the Lead Member)
10	Selection Process	The Selection Process shall be carried out in three steps by the Evaluation Committee appointed by the Authority:

		1. Pre-qualification of the Bidder 2. Technical Capacity Evaluation 3. Financial Bid Evaluation All the steps are detailed in Section 3
11	Financial Bid Parameter	The monthly Revenue Share quoted shall be the Financial Bid Parameter Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial bids, with H1 being the Bidder quoting the highest Financial Bid Variable.
12	Financial Covenants	Tender Fee: INR 15,000 +18% GST Bid Security: INR 5,00,000
13	Estimated Project Cost	INR 115 Crores (INR One hundred fifteen crores only)
14	Performance Guarantee	The concessionaire shall furnish a performance guarantee equivalent to 5% of the total project cost. In the event that the project is proposed to be developed in phases, a performance guarantee equivalent to 5% of the project cost of each respective phase shall be submitted prior to the commencement of that phase.
15	Consideration to Authority	License Fee: The Concessionaire shall pay a License Fee of INR 23 Lakhs (INR Twenty-Three Lakhs Only) plus applicable taxes for the 1st (first) year with an annual increment of 5% in the subsequent years. Revenue Share: The Concessionaire shall pay a minimum guaranteed amount of INR 1.5 Crore (INR One Crore and Fifty Lakhs only) plus applicable taxes, annually, irrespective of the revenue earned by the concessionaire and shall be paid in advance before the 7th day of the respective month or The Concessionaire shall pay a percentage of all gross revenues attributable to the Project, including total revenue/receipts received or accrued, as quoted in the Financial Bid. This percentage shall not be less than 1% of gross revenues attributable to the Project; whichever is higher If the actual revenue share payable based on the quoted revenue share percentage is higher than the

		minimum guaranteed revenue share, the additional difference in amount shall be paid to the authority on a quarterly basis, based on reconciliation before the 7 th day of succeeding month.
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Glossary

Application	As defined in Disclaimer
Associate	As defined in Clause 2.2.7
Authority	As defined in Clause 1.1.1
Authorised Representative	As defined in Clause 2.12.4
Bid(s)	As defined in Clause 1.3.6
Bid Due Date	As defined in Clause 1.1.7
Bid Security	As defined in Clause 1.3.4
Bidder(s)	As defined in Clause 1.3.1
Bidding Documents	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.3.1
Concession	As defined in Clause 1.1.5
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Concession Fee	As defined in Clause 2.11
Concession Period	As defined in Clause 1.3.6
Conflict of Interest	As defined in Clause 2.1.14
Consortium	As defined in Clause 2.2.1
DBFOT	As defined in Clause 1.1.1
Eligible Experience	As defined in Clause 3.2.2
Eligible Projects	As defined in Clause 3.2.2
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.7
Financial Bid	As defined in Clause 1.3.1
Financial Capacity	As defined in Clause 2.2.2
Foreign Documents	As defined in Clause 2.1.18
Government	Government of Kerala
Highest Bidder	As defined in Clause 1.3.7
Lead Member	As defined in Clause 2.2.4
License Fee	As defined in Clause 2.11
LOA	As defined in Clause 3.4.10
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.3
Pre-qualified	As defined in Clause 3.1.3
PPP	As defined in Clause 1.1.1
Project	As defined in Clause 1.1.1
Project Revenue	As defined in Clause 2.11
Qualification Process	As defined in Clause 1.3.1
Re. or Rs or INR	Indian Rupee
Revenue Share	As defined in Clause 2.11
Request for Proposals (RFP)	As defined in Disclaimer
Scope of the Project	As defined in Clause 1.2.2
Selected Bidder	As defined in Clause 1.3.7
Selection Process	As defined in Clause 1.3.1
SPV	As defined in Clause 2.2.4
Subject Person	As defined in Clause 2.1.14
Technical Bid	As defined in Clause 1.3.1
Technical Capacity	As defined in Clause 2.2.2
Technically Qualified	As defined in Clause 3.1.3
Threshold Technical Capacity	As defined in Clause 2.2.2

1. Introduction

1.1. Background

- 1.1.1. The Kerala Maritime Board (the “**Authority**”) is planning to develop its unutilized assets, including land, buildings, ports, and equipment, through Public-Private Partnership (the “**PPP**”) models and as part of this endeavour, the Authority has decided to undertake Development of Ponnani Maritime & Industrial Hub, Malappuram, Kerala (the “**Project**”) through PPP on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.
- 1.1.2. The Selected Bidder, who is either a company incorporated under the Companies Act (1956 or 2013), or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3. The scope of work, detailed in Clause 1.2, will broadly include design & construction of the envisaged project and the operation and maintenance thereof.
- 1.1.4. The estimated cost of the Project (the “**Estimated Project Cost**”) is INR 115 Crores (INR One hundred fifteen crores only). The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5. 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**”).
- 1.1.6. 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.
- 1.1.7. 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, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the “**Bid Due Date**”).

1.2. Scope of Work

1.2.1. Project Vision

Ponnani, a historic port town situated at the mouth of the Bharathapuzha River, was a thriving trading centre on the Malabar coast of Kerala, India, during the 15th and 16th centuries. As one of Malabar's few surviving historic towns, Ponnani boasts an intact heritage landscape with historic buildings, streets, and alleys, as well as a rich local culture and traditions. The existing port wharf, situated 500 meters upstream of the Bharathapuzha River's confluence with the sea, once bustled with activity but has declined over the past three decades, with the old wharf now primarily used for fishing vessels. Revitalizing Ponnani Port is crucial for the region's economic growth and development. By restoring the port's former glory, KMB envisions to unlock new opportunities for trade, commerce, and job creation, while also preserving the town's rich cultural heritage. This initiative will not only benefit the local community but also contribute to the state's economic prosperity. The development of port and allied facilities at Ponnani will encourage infrastructure-induced industries to come up, thereby leading to multi-faceted development of the region.

1.2.2. The scope of the Project (the **"Scope of the Project"**) shall mean and include, during the Concession Period:

- a) obtain all necessary statutory clearances and approvals including but not limited to CRZ clearances.
- b) to design, develop, finance, procure and construct the Project, including infrastructure on the Site together with provision of additional Project Facilities in conformity with the Specifications and Standards set forth in accordance with the provision of the Concession Agreement;
- c) 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.
- d) manage, market operate and maintain the Project and regulate the use thereof in accordance with the provisions of the Concession Agreement;
- e) performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of the Concession Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Concessionaire under the Concession 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 the Concession 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 the Concession Agreement.

1.2.3. Development Options

The bidder shall be responsible for designing, building and operating the Project on the designated site, including associated infrastructure, services and other permissible developments. The selected bidder is expected to develop a project according to their vision. Illustrative areas of potential development are listed below:

1. **Cruise Terminal:** Develop a boutique cruise terminal which offers private yachts and water sports that could attract domestic and international tourists.
2. **Renewable Energy Park:** Install solar or tidal energy systems to power local infrastructure and feed into the grid.
3. **Logistics & Manufacturing in strategic sectors:** Establish a logistics and manufacturing hub focused on strategic sectors including defence, aerospace etc.
4. **Ship/Boat building and auxiliary facilities:** Develop a ship or boat building yard.

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 "**Selection Process**") for the selection of the bidder for award of the Project.

- a. The first cover (the "**Technical Bid**") of the process involves the prequalification and qualification (the "**Qualification Process**") 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). The Authority shortlists the Bidders who will qualify to the next stage of the bidding process.
- b. The second cover of the Selection Process is the Financial Bid ("the **Financial Bid**") in which the price bid shall be quoted by the bidder. The process will collectively be the Bidding Process. (the "**Bid Process**").

1.3.2. 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 portal.

1.3.3. The Bidding Documents include the draft Concession agreement for the Project. The Project Concept Note prepared by the Authority will also be provided to the Bidders. Subject to the provisions of Clause 2.1.3, 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. The Bidders shall furnish, as part of the Bid, a Tender Fee of INR 15,000/- plus GST (Rupees Fifteen Thousand Only), which is non- refundable and a Bid Security/EMD of INR. 5,00,000 (Rupees Five Lakhs only) (the "**Bid Security**"), which is refundable. Bidders may remit the requisite Bid Security and the Tender Fee via bank transfer. Bidders should ensure that the **Tender Fee and the Bid Security are remitted in one single**

transaction and not separately. Bid Security in any other form is not acceptable. 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 Bid Security via bank transfer will not be accepted by the e-portal, resulting in rejection of the Bid.

1.3.5. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting to their respective Bids for award of the concession including implementation of the Project.

1.3.6. Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. Authority invites sealed Bids comprising of:

- (i) the Technical Bid – to be submitted online in the e-tender portal, the Bidder should submit the technical bid on or before the prescribed date and time in Clause 1.4 and;
- (ii) the Financial Bid – to be submitted online only through e-tendering process no physical copies should be submitted ((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**”).

(iii) The Bid shall be valid for a period of 180 days from the Bid Due Date.

1.3.7. The selection of the bidder will be based on the following method:

- a. Financial Bids of Bidders who score at least 50, in the Technical Score, will be opened.
- b. The Bidder quoting the highest revenue share will be the Highest Bidder (the “**Highest Bidder**”). Consequently, the Highest Bidder shall be the Selected Bidder (the “**Selected Bidder**”). The remaining Bidders will be kept in reserve as prescribed in Clause 3.4.3.
- c. 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.
- d. The Selected Bidder shall be entitled to Design Build Finance Operate and Transfer the project site and follow the payment terms mentioned in Clause 2.11

1.3.8. 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. 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.

1.3.9. Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.

- 1.3.10. Any queries or request for additional information concerning this RFP shall be submitted in writing or e-mail to the officer designated in Clause 2.12.6.g. The envelopes/ communications shall clearly bear the following identification/ title:
- 1.3.11. "Queries/Request for Additional Information: RFP for "Development of Ponnani Maritime & Industrial Hub, Malappuram, Kerala"
- 1.3.12. The bid document is available online and bids are to be submitted online through the e-tendering portal (www.etenders.kerala.gov.in). The bidders would be required to register on the web site which is free of cost. For submission of bids, the bidder is required to have a Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. Bidders already possessing the digital signature issued from the authorized Certifying Authority can use the same. Interested bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same by registering on the website: www.etenders.kerala.gov.in.
- 1.3.13. Online Bidder registration process: Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities under the Certifying Agency of India. Details of the Registration Authority will be available on www.cca.gov.in. Once the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website to participate in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-tender support desk of Kerala State IT Mission over telephone at 0471- 2577088/188/388 or through email: etendershelp@kerala.gov.in for assistance in this regard.
- 1.3.14. **Online Payment modes:** The Tender fee and Bid Security can be paid in the following manner through e-Payment facility provided by the e-tender system.
- State Bank of India Multi Option Payment System (SBI MOPS Gateway): During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the Terms and Conditions page. On further submitting the same, the e- tender system will re-direct the bidder to MOPS Gateway, where two options, namely SBI and Other Banks, will be shown. Here, Bidder may proceed as per below:
- SBI Account Holders shall click SBI option with its Net Banking Facility, where the bidder can enter their internet banking credentials and transfer the Tender Fee and Bid security/EMD amount.
 - Other Bank Account Holders may click Other Banks option to view the bank selection page. Any transaction charges levied while using any of the above modes for online payment shall be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

1.4. Schedule for Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Event Description	Date
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Invitation to RFP / RFP Advertisement and release of RFP document	25-09-2025
Last date for receiving queries	21-10-2025
Pre-Bid meeting	14-10-2025, Hybrid
Date and Time for online submission of Bids (Bid Due Date)	10-11-2025, 06:55 PM
Opening of Technical Bids	12-11-2025, 11:00 AM
Physical Submission of Technical Bid	On or before 12-11-2025, 10:00 AM
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

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.

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. 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. This RFP is not transferable.

2.1.3. The Project Concept Note is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examinations of the Project before submitting their Bids. Nothing contained in the Project Concept Note 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 Project Concept Note.

2.1.4. Notwithstanding anything to the contrary contained in RFP, the detailed terms specified in the 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.

2.1.5. The Bid should be furnished in the format given in the Appendixes and signed by the Bidder's authorised signatory.

2.1.6. The Financial Bid shall consist of a Variable Fee, to be quoted by the Bidder. The Variable Fee shall be payable by the Concessionaire to the Authority along with the Fixed Fee, as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

2.1.7. The Bidder shall deposit a Bid Security/EMD and a non-refundable tender fee as per Clause 1.3.4.

2.1.8. Further details of the Bid Security/EMD are detailed in Clause 2.28.

2.1.9. The Bidder should submit a Power of Attorney as per the format at Appendix 9, authorising the signatory of the Application to commit the Bidder.

2.1.10. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix 10.

2.1.11. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.12. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.13. 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 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.

2.1.14. 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. 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 more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5 per cent of the subscribed and paid up 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 referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons 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 (aa) 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 subclause (bb) 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, that puts either or both of them in a position to have access to each others' 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.

2.1.15. 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

(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 thereunder 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 adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

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

2.1.17. 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.

2.1.18. 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 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.

In the event that the Bidder is unable to obtain attestation of the aforementioned documents from the concerned authorities at the time of submission, the Bidder may submit notarized copies of such documents along with a self-declaration affirming their authenticity. Upon being declared the successful Bidder, the Bidder shall be required to submit the duly attested documents as part of the Conditions Precedent under the Concession Agreement.

2.2. Eligibility of Bidders

2.2.1. For determining the eligibility of Bidders, the following shall apply:

- a. The Bidder for pre-qualification 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 private entity, 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 2.2.4.
- c. The Bidder shall not have a conflict of interest as described in Clause 2.1.14

2.2.2. To be eligible for pre-qualification, the Bidder shall fulfil the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity (the "**Technical Capacity**"), the Bidder shall, over the past 10 (ten) financial years preceding the Application Due Date, have either paid for or collected/received a minimum value of INR 10 Crores from either of the three [the "**Threshold Technical Capacity**"]:

- i. Paid for or received payments for construction of eligible project(s); or
- ii. Paid for development of eligible project(s) in Category 1 and/or Category 2 as specified in clause 3.2; or
- iii. Collected and appropriated average annual revenues from eligible project(s) in Category 1 and/or Category 2 specified in clause 3.2,

(B) **Financial Capacity:** The Bidder shall have a positive average Net Worth (the "**Financial Capacity**") in the last 3 financial years.

In case of a Consortium, the combined technical capacity and net worth 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 of 5 (five) years from the date of commercial operation of the Project, hold equity share capital 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

2.2.3. The Bidders shall enclose with its application, to be submitted as per the format at Appendixes, the following:

- i. Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 10 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- ii. 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).

For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.4. 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-3, 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) A member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
- (f) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix 8 (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;
 - (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.

2.2.5. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.6. A Bidder including any Consortium Member or Associate should, in the last 3 (three) 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, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.7. In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members under Clauses 2.2 and 3, the Technical Capacity and Net Worth 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, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.8. The following conditions shall be adhered to while submitting an Application:

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

2.2.9. 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 a Bidder, or its Member is held by persons resident outside India or where a Bidder 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 Bidder or its Member;

then the Qualification of such Bidder or in the event described in sub clause above, the continued Qualification of the Bidder 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 Bidder.

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

2.2.10. Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the last 3 (three) years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, shall refer to the accounting period commencing on 1st April and ending on 31st March, as per standard practice followed in India.

2.3. Change in composition of the Consortium

2.3.1. Change in the composition of a Consortium shall not be permitted by the Authority during the Qualification Process.

2.3.2. 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.

2.3.3. 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.

2.3.4. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.5. 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.

2.4. Change in Ownership

2.4.1. 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(s) 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.

2.4.2. 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.

2.5. Site Visit and Verification of Information

2.5.1. 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.

2.5.2. 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 2.5.1;
- d. satisfied itself with all matters, things and information including matters referred to in Clause 2.5.1 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 2.5.1 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.

2.5.3. 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.

2.6. Verification and Disqualification

2.6.1. 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.

2.6.2. 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.

2.6.3. 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.

B. Documents

2.7. Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause 2.10.

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

1	Letter comprising the Technical Bid
2	Details of the Bidder
3	Technical Capacity of the Bidder

4	Financial Capacity of the Bidder
5	Details of Eligible Projects
6	Details of Project Proposal
7	Statement of Legal Capacity
8	Joint Bidding Agreement
9	Power of Attorney for signing of Bid
10	Power of Attorney for Lead Member of Consortium
11	Bid Submission Checklist
12	Pre-Bid Query Format
13	Site Details

2.8. Clarifications

- 2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing by e-mail to kmb.kerala@gmail.com. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.4. The Authority shall endeavour 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.
- 2.8.2. The Authority shall endeavour 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.
- 2.8.3. 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.

2.9. Amendments of RFP

- 2.9.1. 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.
- 2.9.2. Any addendum issued hereunder will be in writing and shall be published on the e-tendering portal only.

2.9.3. 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

2.10. Documents Comprising Technical and Financial Bid

The Bidder shall submit the Technical Bid & Financial Bid online through e-procurement portal www.etenders.kerala.gov.in comprising of the following documents along with supporting documents as appropriate:

1. Technical Bid

- a. Appendix-1 to Appendix-6 and supporting certificates / documents, including certificates from nodal agencies as mentioned in this RFP.
- b. Original Statement of Legal Capacity as per format at Appendix 7;
- c. Power of Attorney for signing the Bid as per the format at Appendix-9;
- d. if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-10;
- e. if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix-8
- 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)
- h. Proof of payment of Bid Security and Tender Fee.
- i. Signed and stamped copy of the RFP, including any addendum, corrigendum or clarification thereto.
- j. Duly filled Bid Submission Checklist as per Appendix 11.
- k. 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.

2. 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.

2.11. Payments to Authority

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

A. License Fee:

The Concessionaire shall pay a License Fee of INR 23 Lakhs (Twenty-Three Lakhs Only) plus applicable taxes annually, which is payable monthly, with an annual increment of 5%.

The License Fee shall be due and payable in advance every year starting from Date of Award of Concession or any other date specified by the Authority falling after Date of Award of Concession.

B. Revenue Share:

The Concessionaire shall pay a percentage of all the Project Revenue (the “**Project Revenue**” shall mean all Gross Revenues excluding taxes earned/collected by the Concessionaire) attributable to the Project including the total revenue/receipts received/accrued (As quoted in Financial Bid).

The Concessionaire shall pay a minimum guaranteed amount of INR 1.5 Crore (INR One Crore and Fifty Lakhs only) plus applicable taxes, annually, irrespective of the revenue earned by the concessionaire and shall be paid in advance before the 7th day of the respective month

or

The Concessionaire shall pay a percentage of all gross revenues attributable to the Project, including total revenue/receipts received or accrued, as quoted in the Financial Bid. This percentage shall not be less than 1% of gross revenues attributable to the Project; **whichever is higher**

If the actual revenue share payable based on the quoted revenue share percentage is higher than the minimum guaranteed revenue share, the additional difference in amount shall be paid to the authority on a quarterly basis, based on reconciliation before the 7th day of succeeding month.

In the event that the Concessionaire initiates operations of any portion of the proposed project prior to the Commencement of Operations Date (COD) specified in the Concession Agreement, the Concessionaire shall pay the revenue share percentage of the revenue generated as quoted in the Financial Bid for such early operations. The minimum guaranteed amount shall apply only from the COD onwards and shall not be enforced on revenues generated prior to COD.

2.12. Format and Signing of Application

2.12.1. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online on the ETender Portal on or before the Bid due Date in the specified forms and complete in all respects. Incomplete and/or conditional Proposals or Proposals not submitted online on the ETender Portal shall be rejected.

- 2.12.2. The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, on the ETender Portal. Each page of the Proposal shall be signed digitally by the Bidder. The Bidders shall complete the submission of both the Technical Proposal and the Financial Proposal using Class II or above Digital Signature Certificates and upon uploading shall sign using only Class II or above Digital Signature Certificates.
- 2.12.3. The Bidders shall also be required to submit a hard copy of the Technical Bid in accordance with the terms specified in this RFP. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only. No physical hard copy of Financial Bid is to be submitted by the Bidders.
- 2.12.4. The Proposals must be properly signed by the authorised representative of the Bidder (the “**Authorised Representative**”) as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorised person holding the Power of Attorney, in case of a company incorporated under the Companies Act.
- 2.12.5. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and evaluation will be carried out only on the basis of Documents received online on the ETender Portal. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.8.
- 2.12.6. Technical Bid
- (a) Bidders shall submit the technical proposal online on the ETender Portal. Along with online submission of the Technical Proposal, Bidders shall submit the physical hard copies of all the Appendices and the documentary proofs submitted online.
 - (b) The Technical Proposal shall not include any financial information relating to the Financial Proposal.
 - (c) 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 the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
 - (d) 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".

- (e) 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 as prescribed in Clause 1.4. The Technical Bid, to be submitted physically, shall contain the documents mentioned in Clause 2.10
- (f) The documents mentioned at (e) shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Technical Bid for the Development of Ponnani Maritime & Industrial Hub, Malappuram, Kerala on Design, Build, Finance, Operate, and Transfer (DBFOT)" 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.
- (g) 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
- (h) 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.
- (i) Bids submitted by fax, telex, or e-mail shall not be entertained and shall be summarily rejected.

2.12.7. Financial Bid

The Financial Bid shall be submitted online on the ETender Portal only. There shall be no physical hard copy submission of the Financial Bid under any circumstance. Any submission of the Financial Bid in hard copy shall lead to the Proposal being rejected in its entirety and declared as non-responsive.

2.13. Bid Due Date

2.13.1. Bids should be submitted on the date and time prescribed in Clause 1.4.

2.13.2. The Authority may at its sole discretion, extend the Bid Due Date by issuing an Addendum as per Clause 2.10 uniformly for all Bidders.

2.14. Online Opening of Bids

2.14.1. Opening of Bids will be done through an online process

2.14.2. The Authority shall open Technical Bids on the date and time prescribed in Clause 1.4., in the presence of the authorized representatives of the Bidders, who choose to attend.

- 2.14.3. Technical Bids of only those bidders shall be opened 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 the RFP and verify the same against the Technical Bids (Physical) submitted by the bidder. Physical receipt of documents listed at Clause 2.10 (Technical Bid) of the RFP after the prescribed date and time at Clause 1.4 or physical submission (Technical Bid) without an online submission shall not be considered and the bid shall be summarily rejected.
- 2.14.4. Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.14.5. The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.14.6. Bidders are advised that pre-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.
- 2.14.7. 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.
- 2.14.8. 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.
- 2.14.9. 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 Eligible Score of the Bidder.
- 2.14.10. 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 shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.21.2 and 2.21.3.

2.15. Late Bids

- 2.15.1. E-tender website does not allow submission of any Bid after the prescribed date and time at Clause 1.4.
- 2.15.2. Physical receipt of documents listed in Clause 2.9 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.

2.16. Contents of the Bid

- 2.16.1. The Bid shall be furnished in the format specified in the tender
- 2.16.2. The project will be awarded to the Highest Bidder

2.16.3. The opening of the Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.16.4. The proposed Concession Agreement shall be deemed to be part of the Bid.

2.17. Modifications/Substitutions/Withdrawal of Bids

The Bidder may modify its bid after submission, by modifying its bid on the Etender Portal, 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.

2.18. 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.

2.19. Number of Applications/Bids and Costs Thereof

2.19.1. 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.

2.19.2. 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.

2.20. Acknowledgement by Bidder

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.

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.

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

2.21.1. 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.

2.21.2. 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.

2.21.3 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.

2.21.4 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.

2.22. Tests of Responsiveness

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 given in the Appendices;
- b. Technical Bid is received physically;
- c. Financial Bid is not received physically;
- d. Technical Bid is accompanied by the Bid Security and Tender Fee as specified in this RFP;
- e. Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.9;

- f. Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.10, if so required;
- g. Technical Bid contains all the information and required documents (complete in all respects);
- h. Technical Bid does not contain any condition or qualification or reservation;
- i. it is not non-responsive in terms hereof;
- j. It does not contain any information that is likely to disclose the Bidders Financial Bid, and
- k. It contains information in formats the same as those specified in this RFP.

2.23. 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.

2.24. Rejection of Bid

- 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 Bids

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

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.

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 as specified below:

- a. A Bidder is required to deposit, along with its Bid, a Bid Security, totalling to a sum of INR 5,00,000 (Rupees Five Lakh only) refundable not later than 90 (ninety) 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.
- b. 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.
- c. Bid Security in any other form shall not be allowed.
- d. 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. 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. a Bidder submits a non-responsive Bid;
- b. 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. 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. the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Concession Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.
- e. the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security

3. Evaluation of Bids

3.1. Evaluation Parameters

- 3.1.1. The Technical Proposals received shall be opened, by the Evaluation Committee of the Authority, in presence of the Bidders at scheduled time as prescribed in Clause 1.4, unless intimated otherwise.
- 3.1.2. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down
- 3.1.3. The evaluation and award shall be done in 3 (three) steps as explained below:

1. Pre-Qualification of Bidders

- A. Proposals shall be tested for responsiveness as per Clause 2.22.
- B. The Bidders are required to meet the **Threshold Technical Capacity** and **Financial Capacity**, as set out in Section 2.2.2 of this RFP document, to qualify for the Project ("**Pre-qualified**") Bidder.
- C. Only the Technical Bids of Pre-qualified Bidders will be considered.

2. Technical Capacity Evaluation

A composite Experience Score (Es) will be assigned to each such Bidder based on their eligible projects. The Technical Score (Ts) will be based on the Experience Score (Es). The Bidder with the highest Experience Score shall be awarded a Technical Score of 100. The Technical Score of all other Bidders is calculated using the following formula:

$$\text{Technical Score of a Bidder} = \left[\frac{100 \times \text{Es of the respective Bidder}}{\text{Highest Es quoted}} \right]$$

3. Financial Bid Evaluation

Only Bidders who score a minimum of 50 marks in the Technical Score shall qualify for opening the Financial Bid. In the Financial Bid, the Bidder who submits the highest Financial Bid shall be declared as the Selected Bidder / Successful Bidder.

3.2. Technical Capacity Evaluation

- 3.2.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.4 and 3.2.5 (the "**Eligible Projects**"):

Category 1	Project experience in Eligible Projects in the indicative sectors outlined in the development options that qualify under Clause 3.2.4
Category 2	Project experience in Eligible Projects in the Core sector that qualify under Clause 3.2.4
Category 3	Construction experience in Eligible Projects in the indicative sectors outlined in the development options that qualify under Clause 3.2.5

Category 4	Construction experience in Eligible Projects in the Core sector that qualify under Clause 3.2.5
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For the purpose of this RFP:

Indicative Sectors shall include Cruise Terminal, Renewable Energy Park, Logistics & manufacturing in strategic sectors, Ship/Boat building and auxiliary facilities

2. Core sector shall include, roads and highways, power, telecom, airports, railways, metro rail, industrial parks/ estates, pipelines, irrigation, water supply, sewerage and real estate development.

3.2.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3. For a project to qualify as an Eligible Project under Categories 1 and 2:

- a. the entity claiming experience shall, during the last 10 (ten) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.
- b. It should have been undertaken as a PPP project or other similar basis or otherwise in government or private sector for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
- c. the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed;
- d. the capital cost of the project should be INR 10 Crore (INR One Crore only)

3.2.4. For a project to qualify as an Eligible Project under Categories 3 and 4:

- a. the Bidder should have paid for execution of its construction work or received payments from its clients for construction works executed fully or partially, during the 10 financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received as the case maybe, during such 10 financial years shall qualify for purposes of computing the experience score. However, payments/receipts of less than INR 10 Crore (INR One Crore only) shall not be reckoned as payments/receipts for Eligible Projects. Further the cost of land shall not be included.

3.2.5. Bidder can quote experience in respect of a particular eligible project under any one category 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 present in any form.

3.2.6. Experience Score Evaluation

A Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor from the Table below. In case the Bidder has experience across different categories, the score for each category would be computed as illustrated below and then aggregated to arrive at its Experience Score.

Categories	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.50

3.2.7. 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.

Illustration 1

Three hypothetical Bidders – XYZ, ABC and LMN are considered for this example.

Step 1: All three Bidders were responsive and meet the Threshold Technical Capacity and Financial Capacity.

Step 2: Each Bidder submits documentary evidence of experience across the defined categories.

Based on their submissions:

- Bidder XYZ Pvt. Ltd. submits the following eligible projects:

Project A:

- Type: Development of logistic hub
- Category: 1
- Paid for development of the project: INR 16.00 crore

Calculation: $16.00 \times 1.25 = 20$

Project B:

- Type: Real estate development
- Category: 2
- Collected Revenue: INR 2 crore

Calculation: $2 \times 1.00 = 2$

Project C:

- Type: Highway construction
- Category: 4
- Paid for construction: INR 11.59 crore

Calculation: $11.59 \times 0.50 = 5.795$

Therefore, Experience Score (Es) of XYZ Pvt.Ltd. = $20+2+5.795 = 27.795$

Similarly, Bidder ABC scores an Experience score of 12 and Bidder LMN scores an Experience score of 25

As per this RFP, the technical score for the Bidder with highest Experience score is normalised to 100, and the technical score for the others are scaled accordingly using the formula:

Technical Score of a Bidder = $(\text{Es of the respective Bidder} / \text{Highest Es quoted}) \times 100$

Thus:

$Ts \text{ of Bidder XYZ} = (23.58/25) \times 100 = 94.32$ (Eligible to open Financial Bid)

$Ts \text{ of Bidder ABC} = (12/25) \times 100 = 48$ (Not Eligible to open Financial Bid)

$Ts \text{ of Bidder LMN} = (25/25) \times 100 = 100$ (Eligible to open Financial Bid)

The Financial Bid of XYZ and LMN will be opened as their Technical Score is above 50.

3.3. Details of Experience

- 3.3.1. The Bidder should furnish the details of Eligible Experience for the last 10 (ten) financial years immediately preceding the Application Due Date.
- 3.3.2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Appendix 3 and Appendix 5
- 3.3.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity.

3.4. Selection of Bidder

- 3.4.1. Financial Bids shall be opened only for those Bidders who achieve a minimum Technical Score (Ts) of 50. The revenue share quoted shall be the Financial Bid Parameter.
- 3.4.2. The authority reserves the right to fix a lower technical score/annul with the Bidding Process if the number of bidders scoring 50 or more are less than 3.
- 3.4.3. In this RFP, the term **"Highest Bidder"** shall mean the Bidder who is offering the highest Variable Fee (Revenue Share) as per Clause 2.11. Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers, with H1 being the Bidder quoting the highest Bid Variable. The Highest Bidder shall be the Selected Bidder.
 - a. In case two Bidders quote the same Bid Variable, the Bidder with higher net worth will be considered as the Highest Bidder.
 - b. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the **"First round of bidding"**), the Authority may either cancel the bid process or alternately, invite all the remaining Technically Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the **"Second round of bidding"**).

If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder.

If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.

For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

- c. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the **"Third round of bidding"**) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be.

In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the

second highest Bidder in the first round of bidding else, the bidding process shall be annulled.

- 3.4.4. 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.
- 3.4.5. 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 statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements/ Annual Reports for the immediate preceding financial year.
- 3.4.6. The Bidder must establish the Financial Capacity specified in this RFP and provide details as per format at Appendix 4.
- 3.4.7. 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.
- 3.4.8. 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.
- 3.4.9. 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.
- 3.4.10. 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 14 (fourteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. 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 / Proposal Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.4.11. After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

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 a 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
- 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

- 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 endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Appendices

Appendix 1: Letter Comprising Bid

Dated:

To,

The Chief Executive Officer
Kerala Maritime Board

Sub: Development of Ponnani Maritime & Industrial Hub, Malappuram, Kerala

Dear Sir,

1. With reference to your RFP document dated , I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for prequalification of the Bidders for the aforesaid project, and we certify that all information provided in the Application and in Appendices is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Application 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.
6. 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.
7. 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 Clauses 2.1.12 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 restrictive practice, as defined in Clause 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.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.21 of the RFP document.
9. 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.
10. 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 Bid for the Project.
11. 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.
12. 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.
13. 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.
14. 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.
15. The Statement of Legal Capacity as per format provided at 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.
16. 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.

17. 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 connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
19. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till 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.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

Appendix 2: Details of Bidder

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

1. 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 company:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. 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:
4. 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:
5. 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:

SI No	Name of Member	Role	Percentage of equity in the Consortium
1			
2			
3			
4			
5			
6			

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 ¹ 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?		

6. 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):

Yours faithfully,

¹ or has been declared by the Authority as non-performer/blacklisted.

(Signature of Authorized Signatory)

(Name, Title, Date)

Appendix 3: Technical Capacity of the Bidder

Instructions

1. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.7 and/ or by a project company eligible under Clause 3.2.4(c). In case of Categories 1 and 2, include only those projects which have an estimated capital cost of at least the amount specified in Clause 3.2.4(d) and for Categories 3 and 4, include only those projects where the payments made/received are at least the amount specified in Clause 3.2.5.
2. A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate shall be provided.
3. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on. Add more rows if necessary.

Bidder Type (refer instruction 2)	Project Code (refer instruction 3)	Category (refer Clause 3.2.2)	Experience (Equivalent Rs. Crore)		
			Payments made/ received for construction of Eligible Projects in Categories 3 and 4	Payments made for development of Eligible Projects in Categories 1 and 2	Revenues appropriated from Eligible Projects in Categories 1 and 2
Single Entity Bidder	a				
	b				
	c				
	d				
Consortium Member 1	1a				
	1b				
	1c				
	1d				
Consortium Member 2	2a				
	2b				
	2c				
	2d				
Consortium Member 3	3a				
	3b				
	3c				
	3d				
Consortium Member 4	4a				
	4b				
	4c				
	4d				

Appendix 4: Financial Capacity of the Bidder

(To be certified by CA. In the case of a consortium, a separate form should be submitted for each consortium member)

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

Note:

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.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)

(Signature of Auditor / Chartered Accountant)

Appendix 5: Details of Eligible Projects

Instructions

1. Follow the same Project Codes provided in Appendix 3.
2. A separate sheet should be filled for each Eligible Project quoted in Appendix 5 with their respective Project Code.
3. Refer to Clause 3.2.2 of the RFP for category number.
4. Select and mark a, b or c based on the category of the project
5. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Authority/ Agency may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
6. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.4 and 3.2.5
7. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
8. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given.
9. 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.
10. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below [Proof of Experience] for each Eligible Project.
11. It may be noted that in the absence of any detail in the below proof of experience, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

Item	Particulars of the Project	
Title & nature of the project		
Project Code (refer instruction 1)		
Category (refer instruction 3)		
Year-wise	Year	Amount (in INR)
(a) Payments received/made for construction of the project (b) Payments made for development of the project And/or (c) Revenues appropriated for the project	2024-2025	
	2023-2024	
	2022-2023	
	2021-2022	
	2020-2021	
	2019-2020	
	2018-2019	
	2017-2018	
	2016-2017	
	2015-2016	

Item	Particulars of the Project
Entity for which the project was constructed/developed (refer instruction 5)	
Location of the Project	
Project Cost (refer instruction 6)	
Date of Commencement of Project/Contract (refer instruction 7)	
Date of completion/commissioning (refer instruction 7)	
Equity Shareholding [with period during which equity was held] (refer instruction 8)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	

Proof of Experience

The Bidder must provide the following proofs along with this Appendix and the project codes of the respective project must be mentioned in the proofs. Bids without the following proof will be summarily rejected.

1. Copy of work orders / Agreements/Completion Certificates/ permits/ licenses of the Project from concerned government authorities/ client which should clearly indicate the nature of the project.

For each Eligible Experience, either one of the following certificates must be filled by the Bidder, audited by the Statutory Auditor and attached.

- a. For Projects in Category 1 or 2

Certificate from the Statutory Auditor regarding [Title of the Project]
with Project Code

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) is/ was an equity shareholder in (name of the company) and holds/ held Rs. Cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from/...../..... (date) to/...../..... (date). The project was/is likely to be commissioned on/...../..... (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which Rs. cr. (Rupees crore) of capital expenditure was incurred during the past ten financial years as per year-wise details noted below:

Year	Amount (in INR)	Year	Amount (in INR)
2024-2025		2019-2020	
2023-2024		2018-2019	
2022-2023		2017-2018	
2021-2022		2016-2017	
2020-2021		2015-2016	

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.2 and 3.2.4 (a) of the RFP during the past ten financial years were Rs. cr. as per year-wise details noted below:

Year	Amount (in INR)	Year	Amount (in INR)
2024-2025		2019-2020	
2023-2024		2018-2019	
2022-2023		2017-2018	
2021-2022		2016-2017	
2020-2021		2015-2016	

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

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

b. For Projects in Category 3 or 4

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

Certificate from the Statutory Auditor regarding [Title of the Project]
with Project Code

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project) . The construction of the project commenced on (date) and the project was/ is likely to be commissioned on (date, if any). It is certified that (name of the Bidder/ Member/ Associate) received/paid Rs. cr. (Rupees crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which the Bidder/Member/Associate received/paid Rs. cr. (Rupees crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP, during the past ten financial years as per year wise details noted below:

Year	Amount (in INR)	Year	Amount (in INR)
2024-2025		2019-2020	
2023-2024		2018-2019	
2022-2023		2017-2018	
2021-2022		2016-2017	
2020-2021		2015-2016	

{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}1

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorised signatory)

Date:

- c. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.7, the Bidder should also provide a certificate in the format below:
To be forwarded on the letterhead of the Bidder / Lead Member of Consortium

Certificate from the Statutory Auditor regarding Associate for the
..... [Title of the Project] with Project Code

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 in terms of Clause 2.2.7 of the RFP.

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:

(Signature, name and designation of the authorised signatory)

Date:

Appendix 6: Details of Project Proposal

The Bidder must submit a detailed project plan along with this Appendix. The project proposal must include the following components in detail

The summarized details of the proposed project must be filled in the following table

Sl. No	Items	Particulars of the Proposed Project
1	Proposed name of the project	
2	Vision of the project	
3	Strategy for early COD	
4	Usage type suitable for prevailing rules and regulations of town planning, CRZ etc	
5	Construction materials and standards suitable for costal infrastructure	
6	Uniqueness in design	
7	Uniqueness in functionality	
8	Sustainability and Environmental Considerations	
9	Proposed Investment amount	
10	Clearly identified revenue streams Average annual revenue estimated from all revenue streams	

Appendix 7: 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 Ponnani Maritime & Industrial Hub, Malappuram, Kerala

Dear Sir/Madam,

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 RFP 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.

Appendix 8: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this date: __/__/20__

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956 or 2013} 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, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at (hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)²

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

WHEREAS,

- (A) 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" through public private partnership.
- (B) 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
- (C) 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 The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

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.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) 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;
- (b) Party of the Second Part shall be {the Technical Member/ Operation and Maintenance Member of the Consortium;}
- (c) Party of the Third Part shall be {the Technical Member/ Operation and Maintenance Member of the Consortium;}
- (d) Party of the Fourth 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:

Third Party:

Fourth 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 purposes of this RFP shall subscribe and 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:

- (a) 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;
- (b) 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 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;

- f. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- g. 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 Agreement

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 Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

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

For and on behalf of LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

THIRD PART:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

FOURTH PART:

(Signature)

(Name)

(Designation)

(Address)

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 favour 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 legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix 9: Power of Attorney for Signing of Bid

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 Kerala Maritime Board "**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)

Witnesses:

1.

2.

Accepted

Notarized

(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.*

Appendix 10: Power of Attorney for Lead Member of the Consortium

The Kerala Maritime Board (the "**Authority**") has invited bids from interested parties for the Development of Ponnani Maritime & Industrial Hub, Malappuram, Kerala ("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

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

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.*
- *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.*

Appendix 11 – Bid submission checklist

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

Description	Compliance (Yes/No/Not Applicable (NA))	Page Nos. / Remarks
Letter Comprising Bid		
Details of Bidder		
Technical Capacity of the Bidder		
Financial Capacity of the Bidder		
Details of Eligible Projects		
Details of Project Proposal		
Statement of Legal Capacity		
Joint Bidding Agreement		
Power of Attorney for Signing of Bid		
Power of Attorney for Lead Member of Consortium		
Pre-Bid Query Format		

Appendix 12: Pre-Bid Query Format

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

#	RFP document page reference	RFP Section reference	Content of RFP requiring clarification(s)	Points of clarification

#	Concession Agreement page reference	Concession Agreement Section reference	Content of Concession Agreement requiring clarification(s)	Points of clarification

Yours faithfully,

(Signature of Authorized Signatory)

(Name, Title, Date)

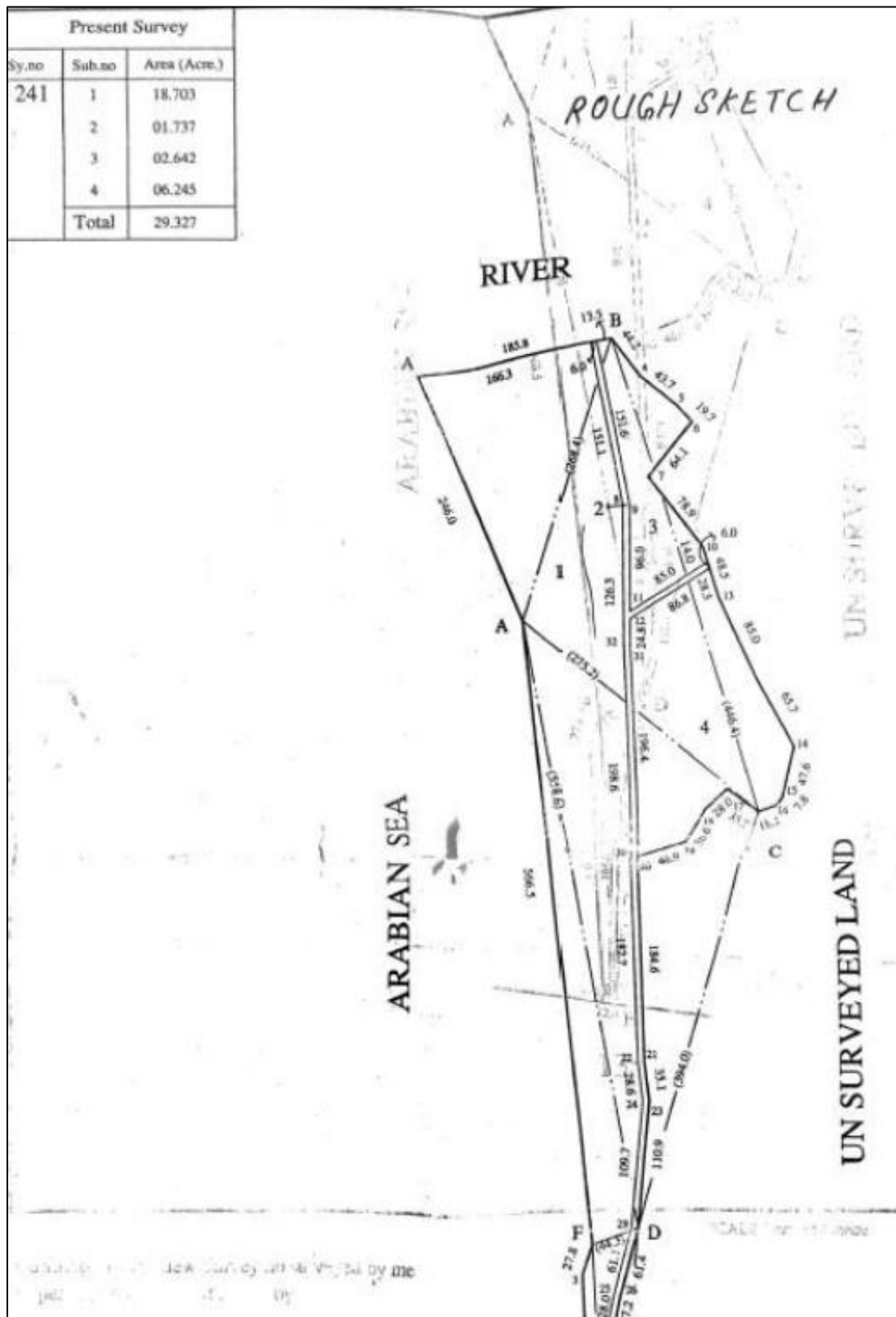
Appendix 13: Site Details

Description of Project Site

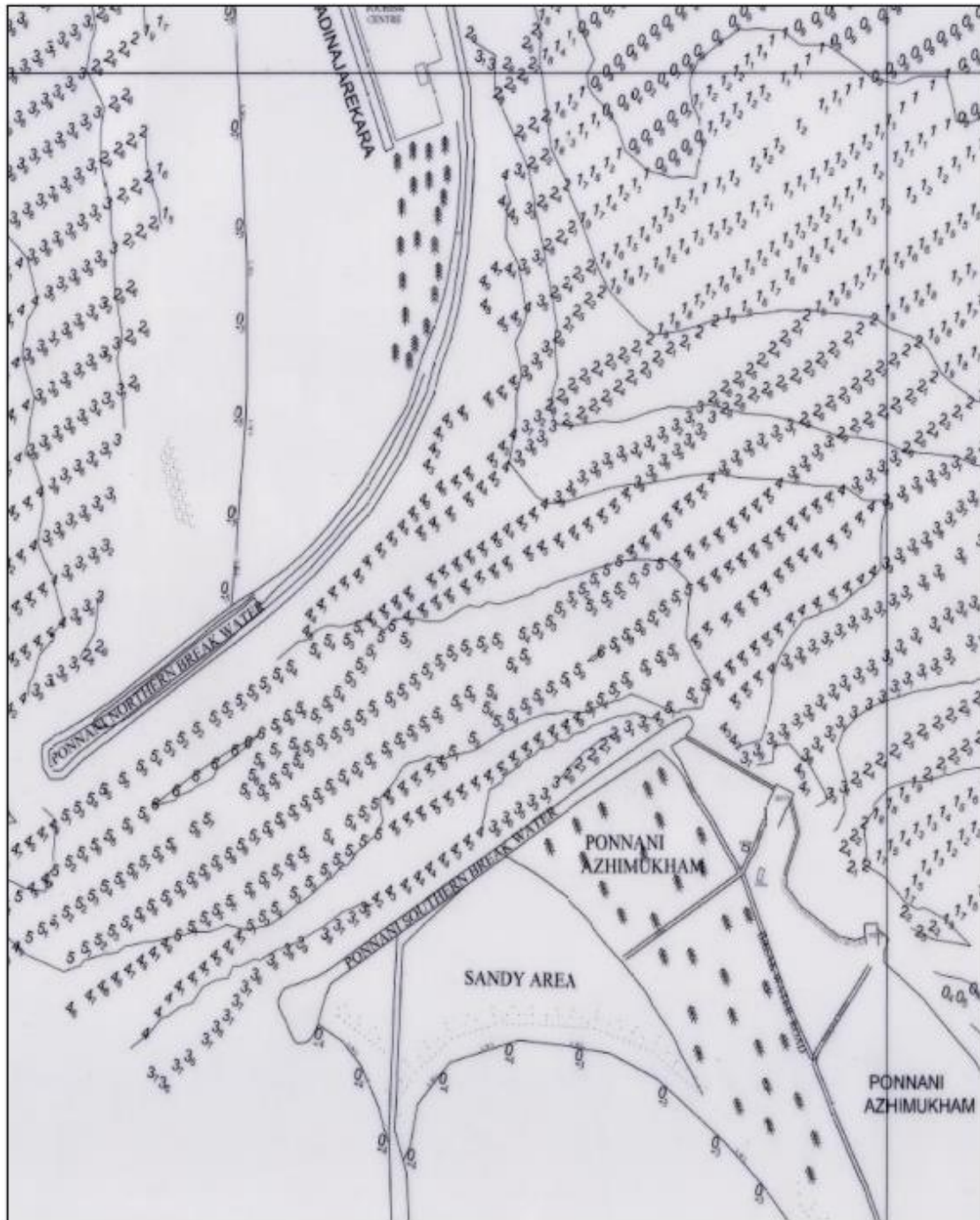
Sl. No	Parameter	Details
1.	Land Area	11.87 Hectares (~ 29 Acres)
2.	CRZ Zone	CRZ - I B, and CRZ - II
3.	Land Classification	Port Land
4.	District/Taluk/Village	District – Malappuram, Village – Ponnani Nagaram, Taluk – Ponnani.
5.	Sy. No	241/1,2,3,4
6.	Latitude-Longitude of site	10°47' N latitude, 75°54.5' E longitude.
7.	The name & distance (kms) from the land to the nearest: Airport, Railway station and other relevant public transport points	Calicut International Airport– 56 km Kuttipuram Railway station – 16 km National Highway (NH) – 3 km State Highway (SH) – 5 km
8.	What are the margins to the boundaries of the plot? (Front, rear, side) and which direction does the plot face (North, south, east, west)	North – Bharathapuzha River South – Arabian Sea East – Ponnani Fishing harbour West – Arabian Sea

A 780 m long north breakwater and 570 m long south breakwater is already constructed at site for the purpose of navigation of fishing vessels into Ponnani Fishing Harbour. An average depth of -5m CD is available at the channel formed by the breakwaters

Site Sketch of the Project



Bathymetric data of the Ponnani estuary



Proposed Site

