



CHENNAI PORT TRUST

No.1 Rajaji Salai

Chennai – 600 001

Tender No. CHPT/TA/2019/F

**TENDER FOR PROVIDING TRANSACTION ADVISORY SERVICES
INCLUDING ASSET VALUATION FOR ACQUISITION OF 100% EQUITY
SHARES OF GOI IN KPL BY CHPT**

[THROUGH E-PROCUREMENT MODE](#)

Technical Bid

Due Date of online submission : 1500 Hrs. on 05.07.2019

Due Date & Time of bid opening : 1530 Hrs. on 06.07.2019

CHENNAI PORT TRUST

ONLINE BID REFERENCE

TENDER NO. CHPT/TA/2019/F

TENDER FOR PROVIDING TRANSACTION ADVISORY SERVICES INCLUDING ASSET VALUATION FOR ACQUISITION OF 100% EQUITY SHARES OF GOI IN KPL BY CHPT.

THROUGH E-PROCUREMENT MODE

PERIOD OF DOWNLOADING

BIDDING DOCUMENT : 15/06/2019 TO 05/07/2019

PREBID MEETING : 26/06/2019 at 1100 hrs.

START DATE & TIME FOR

ONLINE BID SUBMISSION : 01/07/2019 TIME 1200 HOURS

LAST DATE & TIME FOR

ONLINE SUBMISSION OF BID : 05/07/2019 TIME 1500 HOURS

TIME & DATE OF

OPENING OF TECHNICAL BID : 06/07/2019 TIME 1530 HOURS

PLACE OF OPENING

OF TECHNICAL BID

: CHENNAI PORT TRUST,
3RD FLOOR, CENTENARY BUILDING
No.1, RAJAJI SALAI,
CHENNAI – 600 001.

FA & CAO

CHENNAI PORT TRUST

CHENNAI PORT TRUST
NOTICE INVITING ONLINE TENDERS

Tender No. CHPT/TA/2019/F

**TENDER FOR PROVIDING TRANSACTION ADVISORY SERVICES
INCLUDING ASSET VALUATION FOR ACQUISITION OF 100% EQUITY
SHARES OF GOI IN KPL BY CHPT**

- 1.1 Online tenders through e-procurement mode are invited by Chennai Port Trust from reputed professional consulting firm / investment banker / merchant banker / financial institution / bank for “Providing Transaction Advisory Services including Asset Valuation for acquisition of 100% GoI Equity shares in KPL by ChPT” under two cover system.
- 1.2 The tender document through **e-procurement mode** is open from **the date and time as given in NIT** can be downloaded from the Ch.P.T official website and through e-procurement portal link.
- 1.3 Tender document consists of Technical and Financial bid.
- 1.4 The complete tender document can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in, www.eprocure.gov.in/eprocure/app and e-procurement portal link and submit as tender offer on or before the due date and time of submission. The Tenderer shall upload the scanned copy of the DD instrument or digital payment details towards the NON REFUNDABLE TRANSACTION FEE as proof of payment while submitting the tender electronically in the **e-procurement** Portal. The DD in single instrument in original or digital payment to Chennai Port Trust’s Account will be accepted towards NON REFUNDABLE TRANSACTION FEE if sent so as to reach the Ch.P.T before opening the technical bid. Mere uploading of proof of DD towards the Transaction fee in the **e-procurement portal** and non submission of the original financial instrument after the above deadline lead to disqualification of bids.
- 1.5 The NON REFUNDABLE TRANSACTION FEE of **Rs.50,000/- (Rupees Fifty thousand only) as per Clause 6.1.1 (a)** of the tender document

shall be paid as described in the Tender Document. The tender shall have to be submitted by the Tenderer only through **e-procurement mode** as explained in the tender document.

1.5.1 The NON REFUNDABLE TRANSACTION FEE shall be submitted in the form of Account Payee Demand Draft / in single instrument from any of the Commercial Banks drawn in favour of **'The Chairman, Chennai Port Trust'** payable at Chennai-600 001. In case of digital payment, the NON REFUNDABLE TRANSACTION FEE may be credited to Chennai Port Trust's Current Account No.10885904367 with STATE BANK OF INDIA, SME Rajaji Salai Branch, Anchor Gate Building, Ground Floor, Rajaji Salai, Chennai – 600 001, Phone No.044 25220610, IFS Code SBIN 0018529.

1.5.2 The proof of NON REFUNDABLE TRANSACTION FEE shall be uploaded as a scanned copy of the instrument through **e-procurement mode** under the Tender Document – Technical Bid while submitting tender electronically in the e-procurement portal. The original DD towards NON REFUNDABLE TRANSACTION FEE must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender. Mere uploading of NON REFUNDABLE TRANSACTION FEE document in the portal and non-submission of the original NON REFUNDABLE TRANSACTION FEE at the address given below before the Technical Bid opening date & time will lead to disqualification of opening of technical bid of the bidder:-

No.1, Rajaji salai,
3rd Floor, Centenary building,
Chennai Port Trust,
Chennai – 600 001.

The original NON REFUNDABLE TRANSACTION FEE instrument (DD) should be sealed in an envelope can also be dropped in the Tender Box kept at the above address.

The tender offer shall have to be submitted by the Tenderer only through **e-procurement mode** as explained in the Tender Document.

- 1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.7 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause 4 of tender document - Eligibility Criteria** and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.
 - (a) The Bidder should be a reputed professional consulting firm/investment banker/ merchant banker/financial institution/bank having experience of at least 7 years for providing advisory services for strategic disinvestment/strategic sale/M&A activities in India.
 - (b) Bidders should have advised, handled and successfully completed at least 1 (one) transaction of Strategic Disinvestment/ Strategic Sale/ Merger and Acquisition of a Central Public Sector Enterprise in India during last 5 financial years (including 2018-19) in respect of CPSEs having minimum net worth of Rs.500.00 Cr. or more as evidenced by the audited balance sheet of the company (on the selling side) as at the time of the transaction. Relevant documents such as copy of Work Orders secured and performance certificates in support of experience must be submitted along with bid.
 - (c) The Transaction Advisor should have minimum average annual turnover of Rs.5 crores during last three financial years (ending 2018-19). Audited Balance Sheets for Last three financial years to be submitted along with bid.

The Assets Valuer forming part of Transaction Advisor's team must be a Valuer registered with Income Tax Department/RBI/CPWD/Public Sector Banks/Institution of Valuers. In case the Assets Value is an outside agency, then the eligibility criteria in case the Valuer is a Partnership firm or a Liability Partner Firm or a company, the Partner or Designated Partner or a Director/ Managing Director/Whole-time Director of such entity respectively, should be a Valuer registered with the above mentioned Authorities; and having experience of atleast 5 years for providing similar Asset valuation services. Relevant valid registration certificate to be submitted along with bid.

Documentary proof such as Notarized or self attested copy of work order / agreement and completion certificate for the experience and audited balance sheets, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be submitted under tender document - technical bid link through e-procurement mode. The Tenderer may submit either Notarised or self

attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work. The price bids of the tenderers will not be opened if the tenderers do not meet the eligibility criteria in cover I. All the documents as per Technical Bid – Cover-I shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

- 1.8 The ChPT do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.
- 1.9 The prospective Tenderer shall submit queries if any through e-tendering portal addressed to the FA & CAO, Chennai Port Trust, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal.
- 1.10 The due date of online submission of offers **is as given in NIT**, unless otherwise notified. In the event of changes in the schedules, the FA & CAO, Chennai Port Trust notifies the same only through www.chennaiport.gov.in and e-procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

FA & CAO
CHENNAI PORT TRUST

CHENNAI PORT TRUST

TENDER FOR PROVIDING TRANSACTION ADVISORY SERVICES INCLUDING ASSET VALUATION FOR ACQUISITION OF 100% EQUITY SHARES OF GOI IN KPL BY CHPT

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

1. Bidder should register in the tender site using the 'Click here to Enroll' option available.
2. Then the Digital signature of MTNL/SIFY/TCS/nCode/eMudhra or any Certifying Authority is to be registered after logging into the site.
3. Bidder can use 'My Space' area to update standard documents in advance as required for various tenders and use them during bid submission. This will quicken the bid submission process .
4. Bidder may read the tenders published in the Port web site and download the required documents/tender schedules for the interested tenders.
5. Bidder then logs into the site using the secured login by giving the user id/password chosen during registration and password of the DSC/e-token of class-III.
6. Only one DSC/e-token should be used by a bidder and should not be misused by others. If a bidder uses more than one DSC token, the bid will be summarily rejected.
7. Bidder should read the tender schedules carefully and submit the documents; otherwise, the bid will be rejected.
8. If there are any clarifications, it may be clarified through online. Bidder should take into account of the Addendums published before submitting the bids through online.
9. Bidder must prepare the bid documents to be submitted in advance as indicated in the tender and it should be in required format. If there is more than one document, they can be clubbed together.

10. Bidder should submit the NON REFUNDABLE TRANSACTION FEE as specified in the tender. The original should be posted/couriered/handed over in person to the specified location as per Tender Document, latest by the date and time of bid submission.
11. Bidder selects the interested tender by using search option & then moves it to the 'My Favorites Folder'.
12. From the 'My Favorites Folder' he selects the tender to view all the details indicated.
13. The Bidder should read the terms & conditions and accept the same to proceed further to submit the bid.
14. The Bidder has to select the payment option as offline to pay the NON REFUNDABLE TRANSACTION FEE.
15. The details of the DD / BC instrument physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

15 (a).

NON REFUNDABLE
TRANSACTION FEE

Rs.50,000/- (Rupees Fifty Thousand only)

MODE OF PAYMENT OF
NON REFUNDABLE
TRANSACTION FEE

In the form of Demand Draft / from any of the Commercial Banks safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai or through digital payment mode to the Bank Account of Chennai Port Trust.

The scanned copy of Demand Draft / as stated above or digital payment details towards NON REFUNDABLE TRANSACTION FEE shall be uploaded with the tender document - Technical bid while submitting the tender electronically

in the e-procurement Portal. The original financial instruments towards the cost of NON REFUNDABLE TRANSACTION FEE shall be submitted latest by 1500 Hrs before opening the Technical bid. Non submission of the original financial instruments within the above period leads to disqualification of bids.

The original financial instruments towards NON REFUNDABLE TRANSACTION FEE should be sealed in an envelope and reach the Office of the FA & CAO, Chennai Port Trust, 3rd Floor, Centenary Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600 001 clearly mentioning the Tender No., Subject of the Tender and Name of the Party on the Envelope on or before opening due date and time.

- 16 The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
- 17 The rates offered and the connected details have to be entered separately in a spread sheet file (xls format) in the space allotted and should be updated as BOQ.xls file.
 - 17.1 The figures entered in the column notified as Rates will have automatic conversion to words in next column and thereafter the amount is calculated with multiplication of rate and quantity. This would be carried forward until end of BOQ and the total amount is calculated automatically and tenderer need not insert anything other than rate in figures and name of the firm.
 - 17.2 The tendering system will give a successful bid updation message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to

- submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 18 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
 - 19 The bid summary will be treated as proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
 - 20 For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
 - 21 Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
 - 22 Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very shorter.
 - 23 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
 - 24 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
 - 25 The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
 - 26 Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

- 27 For any queries related to portal , the bidders are asked to contact by Mail cppp.nic@nic.in or by phone 1-800-3070-2232 or 917878007972 or 91-7878007973 well in advance.
- 28 Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
- 29 Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in/eprocure/app on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- 30 Tenderer should submit the tender provide the services as per scope of work and in accordance with the instructions to bidders and other terms & conditions of the tender.

II. CONTENTS THAT ARE TO BE SUBMITTED IN COVER – I

The SCANNED COPY of the following documents shall be submitted online only

- (a) Demand Draft /pay order of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of CHENNAI PORT TRUST payable at Delhi as non-refundable fee. In case of digital payment the same may be credited to CHENNAI PORT TRUST Account No.10885904367 IFS code SBIN 0018529, State Bank of India, SME Rajaji Salai Branch, Chennai – 600 001. In case of digital payment a proof of the same may be attached.
- (b) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder
- (c) Authority letter authorizing the person of the bidder to sign the proposal and other documents
- (d) Technical Bid along with all schedules, certificates & Annexures, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I** of the tender document.
- (e) Confidentiality Undertaking in the Format at **Annexure-II** of the tender document.
- (f) Certificate on unconditional bid in the format at **Annexure-III** of the tender document. Please note that bids with conditionality shall be summarily rejected.
- (g) Affidavit regarding no conviction, no conflict as per **Annexure-IV** of the tender

document.

- (h) Certificate that in case of selection and appointment, a Performance guarantee equivalent to 10 % of the quoted fee would be given in the form of demand draft or bank guarantee, valid till the completion of the assignment and acceptance of the report.

COVER – II DETAILS : PRICE BID (BOQ) – Price Schedule

Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

III. EVALUATION PROCESS:

- 1) A proposal shall be considered responsive if –
 - a. It is received by the proposed Due Date and Time.
 - b. It is Digitally Signed.
 - c. It contains the information and documents as required in the Tender Document.
 - d. Contains NON REFUNDABLE TRANSACTION FEE.
 - e. It contains information in formats specified in the Tender Document.
 - f. It mentions the validity period as set out in the document.
 - g. It provides the information in reasonable detail. The ChPT reserves the right to determine whether the information has been provided in reasonable detail.
 - h. There are no significant inconsistencies between the proposal and the supporting documents.
 - i. The Eligibility criteria conforms to as specified in clause 4 of the tender document.
 - j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer

or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.

- k. The ChPT reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
- 1. The ChPT would have the right to review the Qualification Criteria and seek clarifications wherever necessary.
- 2) Since the tender involves selection based on pre-qualification criteria and specification, the FA & CAO will examine and seek clarification, if any, and list out the firms, which are found suitable and Cover-II - Price Bid of such tenders only will be opened.
 - a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
 - b. The cost of stamping Agreement must be borne by the successful Tenderer.
 - c. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

FA & CAO
CHENNAI PORT TRUST

NOTICE INVITING TENDER (NIT)

CHENNAI PORT TRUST

No.1, Rajaji Salai, Chennai – 600 001

Phone – 044-25362201, website: www.chennaiport.gov.in

CHPT/TA/2019/F/ dated 14.06.2019

Brief about Chennai Port Trust:

The Chennai Port Trust (ChPT) is one of the Major Port Trusts under the Major Port Trusts' Act, 1963. Chennai Port lies on a flat coastal plain known as the Eastern Coastal Plains on the east coast of the Indian peninsula known as the Coromandel Coast in the Bay of Bengal. Chennai Port, formerly known as Madras Port. The Port has 24 alongside berths.

Proposal

The Government of India (GoI) has in principle' decided Strategic Disinvestment of 100% GoI equity in Kamarajar Port Limited (KPL) to Chennai Port Trust in a single stage process. CHENNAI PORT TRUST intends to engage a reputed professional consulting firm, an investment banker or a merchant banker or a financial institution or a bank as a “**Transaction Advisor**” for providing Transaction Advisory Services including Asset Valuation for acquisition of 100% Government of India shares in Kamarajar Port Limited (KPL) by Chennai Port Trust.

| | | |
|----|--|--|
| 1. | Name of Work | “ Transaction Advisor ” for providing Transaction Advisory Services including Asset Valuation for acquisition of 100% GoI equity shares in KPL by Chennai Port Trust. |
| 2. | Website for Download tender/ Corrigendum/ Addendum | www.e-procure.gov.in and www.chennaiport.gov.in |
| 3. | Processing Fee (Drop Dead) | Rs. 50,000/- |
| 4. | Validity of Bid/Tender | 120 Days |
| 5. | Last date & time of Submission of tender | 05/07/2019 upto 1500 hrs. |
| 6. | Opening of Technical Bid | 06/07/2019 at 1530 hrs. |
| 7. | Opening of Financial Bid | Intimated to Technical Qualified Bidders. |
| 8. | CHENNAI PORT TRUST Contact information | FA & CAO, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600 001. Phone:044–25367029 Website: www.chennaiport.gov.in |

The tender document has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. The Updates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, terms and conditions shall be available in the Tender Document.

For details, interested parties may visit [website: www.eprocure.gov.in](http://www.eprocure.gov.in) and www.chennaiport.gov.in. The proposals are invited in sealed covers by 05.07.2019. Corrigendum or clarifications, if any, shall be hosted on the company” s website only.

FA & CAO, CHENNAI PORT TRUST

CHENNAI PORT TRUST
No.1, Rajaji Salai, Chennai – 600 001
Phone – 0124- 2399445, website : chennaiport.gov.in

CHPT/TA/2019/F/DT.14.06.2019

ENGAGEMENT OF TRANSACTION ADVISOR FOR ACQUISITION OF 100% GOI SHARES IN KPL BY ChPT - REQUEST FOR PROPOSAL

CHENNAI PORT TRUST (ChPT) invites Proposals for appointment of Transaction Advisor (hereinafter called Advisor/ TA) to assist it in connection with acquisition of 100% GoI shares in KPL by ChPT.

1. Eligible Bidders

The eligible firms, as per eligibility conditions prescribed in „Eligibility Criteria“ may submit proposal as per the guidelines mentioned here under, for selection as „Advisor“.

2. Address for Communication

The Address for Communication is as follows:

FA&CAO, Chennai Port Trust

No.1, Rajaji Salai, Chennai – 600 001

Phone – 044-25367029, website: chennaiport.gov.in

3. Language of Bid

The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and CHENNAI PORT TRUST shall be written in the English language.

4. ELIGIBILITY CRITERIA:

The Bidder should meet the eligibility criteria as mentioned below. Financial Bids of only technically qualified bidders shall be considered for evaluation.

- 4.1** The Bidder should be a reputed professional consulting firm/investment banker/ merchant banker/financial institution/bank having experience of at least 7 years for providing advisory services for strategic disinvestment/strategic sale/M&A activities in India.
- 4.2** Bidders should have advised, handled and successfully completed at least 1 (one) transaction of Strategic Disinvestment/ Strategic Sale/ Merger and Acquisition of a Central Public Sector Enterprise in India during last 5 financial years (including 2018-19) in respect of CPSEs having minimum networth of Rs.500.00 Cr. or more as evidenced by the audited balance sheet of the company (on the selling side) as at the time of the transaction. Relevant documents such as copy of Work Orders secured and performance certificates in support of experience must be submitted along with bid.

- 4.3 The Transaction Advisor should have minimum average annual turnover of Rs.5 crores during last three financial years (ending 2018-19). Audited Balance Sheets for Last three financial years to be submitted along with bid.

The Assets Valuer forming part of Transaction Advisor's team must be a Valuer registered with Income Tax Department/RBI/CPWD/Public Sector Banks/Institution of Valuers. In case the Assets Value is an outside agency, in case the Valuer is a Partnership firm or a Liability Partner Firm or a company, the Partner or Designated Partner or a Director/ Managing Director/Whole-time Director of such entity respectively, should be a Valuer registered with the above mentioned Authorities; and having experience of atleast 5 years for providing similar Asset valuation services. Relevant valid registration certificate to be submitted along with bid.

The bidder should submit relevant documents duly certified by the authorized signatory and its statutory auditor in support of the above.

5. PROPOSAL FORMAT & TECHNICAL EVALUATION CRITERIA

The short listing of the Transaction Advisor shall be based on the following technical evaluation. The cutoff for qualification in the technical evaluation shall be 75 marks out of 100 and financial bids on only technically qualified bidders shall be opened for further evaluation. The technical proposal should invariably cover the following:

5.1 Organization Brief (Weightage 05/100)

- Profile of the organization
- Average Turnover of the bidder in the last 3 financial years ending (2018 -19)
- Capability, Capacity, Experience and expertise in handling similar assignments
- Office & other Infrastructure

5.2 Strategic Disinvestment / Strategic Sale Experience in India including Merger & Acquisition (Weightage 20/100)

- Minimum 1 (one) transaction of Strategic Disinvestment/ Strategic Sale/ Merger and Acquisition of a Central Public Sector Enterprise in India during last 7 financial years (including 2018-19) in respect of PSEs having minimum networth of Rs.500.00 Cr. or more as per the audited balance sheet of the company at the time of the transaction
- Nature of the Transactions handled & which side was represented – Buyer or Seller
- Were the transactions for Government or quasi Government or private sector?
- The role played in the transaction
- Intricacies experienced in the transactions
- Innovative work done on the transactions

5.3 Sector Expertise & Understanding of the Co. (weightage 05/100)

- Indicate work done in the sector - like studies or research undertaken
- Exhibit strength/expertise in the sector, if any
- The understanding of the company

5.4 Valuation Methodology (Weightage 15/100)

- Understanding of the Valuation Methodologies
- To suggest Which one is most suitable for the present transaction with reasons

5.5 Transaction Structure (Weightage 20/100)

- Proposed Structure - Indicate Approach & Methodology /Strategy for the assignment and demonstrate ability to complete it in a time bound manner
- The advantages / strengths of the proposed structure
- The deliverables

5.6 Deal Team and Manpower Commitment (Weightage 20/100)

- Commitments in India, fund deployed, period of operations
- Manpower – Details / numbers of officers in the field of Civil / Electrical/ Mechanical and other disciplines of Engineering, IT, CA/ MBA, LLB etc.
- Number of registered /certified Valuers
- Details of the core team that would work on the transaction – Detailed Profile and CVs of the deal team that would be deployed on the Assignment
- Who in the Deal Team has executed transactions mentioned in the scope of work above
- Details of other professionals who would provide back up support

5.7 Presentation - Weightage 15/100

The appointed Transaction Advisor shall be solely responsible for all the required final deliverables.

6. BID SUBMISSION:

6.1.1 Proposals are to be submitted in online only as per the following directions:

(i) **Technical Bid:**

(a) Demand Draft /pay order of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of CHENNAI PORT TRUST payable at Delhi as non-refundable fee. In case of digital payment the same may be credited to CHENNAI PORT TRUST Account No.10885904367 IFS code SBIN 0018529, State Bank of India, SME Rajaji Salai Branch, Chennai – 600 001. In case of digital payment a proof of the same may be attached.

(b) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder

- (c) Authority letter authorizing the person of the bidder to sign the proposal and other documents
- (d) Technical Bid along with all schedules, certificates & Annexures, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I**.
- (e) Confidentiality Undertaking in the Format at **Annexure-II**.
- (f) Certificate on unconditional bid in the format at **Annexure-III**. Please note that bids with conditionality shall be summarily rejected.
- (g) Affidavit regarding no conviction, no conflict as per **Annexure-IV**.
- (h) Certificate that in case of selection and appointment, a Performance guarantee equivalent to 10 % of the quoted fee would be given in the form of demand draft or bank guarantee, valid till the completion of the assignment and acceptance of the report.
- (ii) **Price Bid:** Bidder should furnish financial bid in online.

6.1.2 MULTIPLE/ ALTERNATIVE BIDS

A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly or indirectly (as a sub-contractor) failing which following actions shall be initiated:

- All bids submitted by such bidder (say 'A') directly & indirectly, shall stand rejected.

- 6.2 Financial Bid, to be opened only of those parties who qualify in the technical evaluation as per para 5.2. Please note that bids with any conditionality shall be summarily rejected.

Note:

CHENNAI PORT TRUST reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.

- a) CHENNAI PORT TRUST will not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.
- b) Consortium bids will not be allowed.

6.3 The bid should be valid for a minimum period of 120 days from the date of submission.

6.4 The bid should be submitted by 15:00 hrs of 05.07.2019 to FA & CAO, CHENNAI PORT TRUST at 3rd Floor, Centenary Building, No.1, Rajaji Salai, Chennai – 600 001. The bid received after the date and time will be summarily rejected. For any clarification or details, the prospective bidder are advised to contact the above mentioned officer on e-mail facao@chennaiport.gov.in phone 044-25367029.

7. PROCEDURE FOR SELECTION OF TRANSACTION ADVISOR :

- a. Bidder meeting eligibility criteria would be required to make a presentation of their credentials & understanding in accordance with the paragraph 5 above.
- b. The Evaluation Committee would evaluate the Bidders on the criteria mentioned in paragraph 5 above based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only bidder scoring minimum of pre-determined marks (as para 5.2) will be considered technically short-listed.
- c. After the short-listing of Bidders based on their presentations, the Financial Bids of shortlisted bidders will only be opened. The technically qualified bidder quoting the lowest fee shall be ranked L1, the second lowest bidder as L2 and so on in that order.
- d. In case of a tie, the bidder scoring higher marks in technical evaluation will be treated as L1.
- e. The L1 bidder will be considered for award of the assignment. The financial bids of only technically qualified bidders will be opened.
- f. The party selected for award of the assignment will be required to give Performance Guarantee equivalent to 10% of the quoted fee by way of bank draft or bank guarantee valid till the completion of the assignment and acceptance of the report and sign agreement within 2 days.

8. REQUIREMENT FOR FINANCIAL BIDS:

- a. The Bidder is required to quote a Fixed Lumpsum Fee (both words and figures) for aforesaid scope of work in Indian Rupees.
- b. In case of mismatch between the fee quoted, the amount in words will be taken as correct for all purposes, including evaluation of financial bids.
- c. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.
- d. The fee quoted by the bidder shall be unconditional. All other expenses including travel etc. would be borne by the Transaction Advisor and shall be deemed to have been included in the bid price.
- e. The Bidders will be liable to pay taxes applicable as per law and CHENNAI PORT TRUST shall perform its duties for deduction of applicable taxes from the payments due to the advisor.

9. TERMS OF PAYMENT

The selected bidder shall be paid in Indian Rupees in stages on completion of the respective mile stones as indicated below:

- i) 10% on submission of Inception Report including methodology and detailed time line and acceptance of the same by CHENNAI PORT TRUST.

- ii) 20% after completion of site visits, market survey, verification of documents, due diligence exercise etc. and submission and acceptance of filed survey report.
- iii) Next 30% on submission and acceptance of Draft Final Report and presentation thereof.
- iv) Next 25% on submission and acceptance of Final report.
- v) Balance 15% on successful completion of acquisition of the company and transfer of shares to ChPT and upon submission of Full and final bill.

In case of withdrawal of work at any stage, balance payment will not be made. However, after submission and acceptance of final report if the government decides to withdraw the disinvestment exercise, balance payment of 15% will be made.

In case of delay in adherence of time line / delay in submission of Draft / Final report, the advisor shall be liable to pay liquidated damages to the extent of 10 % of the contract value to ChPT. ChPT shall have the right to recover the amount from any payments due to the advisor or by encashment of the performance guarantee.

10. MODE OF PAYMENT

The Advisor will raise the invoices in triplicate to CHENNAI PORT TRUST and payment shall be made to the designated bank account of the advisor after applicable deductions.

11 COMPLETION PERIOD

The Advisor shall be required to complete the Scope of Work within the "Timelines" as may be informed by CHENNAI PORT TRUST (ChPT) from time to time. The timelines notified by the ChPT shall be final and binding on the advisor and no pretext of short time/ non availability of resources / deal team shall be entertained under any circumstances. The advisor shall keep the ChPT fully indemnified from all costs, losses, expenses, damages, penalties etc. that may be inflicted upon the ChPT directly flowing / related to the advisor's scope of work / laxity in performance. In case of non-performance, the ChPT shall have the option to recommend the Advisor for blacklisting with all Government departments/PSEs etc. for all future government business apart from invoking other legal remedies.

12. DISPUTE RESOLUTION:

In case of any dispute arising in relation to above transaction, the same shall be resolved by Chairman, CHENNAI PORT TRUST whose decision shall be final and binding upon both the parties.

13. For any further clarification, please contact Shri D. Ramana Murthy, FA & CAO, at 044-25367029 and facao@chennaiport.gov.in.

CHPT/TA/2019/F DT.14.06.2019

SCOPE OF WORK

A. The broad scope of work for the Transaction Advisor is to:

The Transaction Advisor to undertake tasks related to all aspects of the strategic acquisition culminating into successful completion of the Transaction would inter alia, included but not limited to the following:

- a) Since ChPT is an existing shareholder of KPL, the scope would involve due diligence from the perspective of valuation and other extant agreements/arrangements between ChPT and GoI in running KPL. The diligence exercise will also highlight and enlist approvals/ consents require for transfer of shareholding from GoI to ChPT.
- b) Preparation of a broad roadmap for the entire Transaction, key milestones and estimated time required for completion of various milestones.
- c) Oversee the management and coordination of process for the Transaction up to the final state of payment of consideration to the Shareholder(s) under the Transaction.

The due diligence of KPL viz. Commercial and Financial Due Diligence is as follows:

- a) Review of commercial arrangements including cargo handled, berthing arrangements;
- b) Financial projections / Business Plans for the next 10 years. These financial projections business plans will be provided by KPL/ChPT.
- c) Existing Financial Borrowings through copies of executed loan contracts to identify repayment terms and key terms and conditions including interest rates, charges on assets, other restrictive covenants, etc.
- d) Balance Sheets, P&L statements and other audited financial statements of KPL.

Asset Valuation

- a) Identify and study the natures of core assets such as Land and buildings, Civil structures, Marine structures, Furniture & Fixtures, Office equipments including electrical and electronic equipments, plant & machinery, stock inventory of spares in stores, etc. on an "as is where is" basis.
- b) Valuation of Core Assets and Surplus assets.
"Based on the financial and commercial due diligence as mentioned above, Transaction Advisor will compile its Financial Analysis of the Company as below:
 - a) Analysis of past operational and financial performance of KPL; Review of capital structure and outstanding loans (term loans/working capital /other loans);
 - b) Review of major documents /agreements (including present order book, brief details of major contracts awarded along with any capital commitments).

Valuation of Shares of KPL

- a) Identification of key value drivers
- b) Enumeration of various Valuation methodologies and highlighting their relevance in the present case.

- c) Valuation of the equity shares of the Company based on the selected methodology.

Valuation Summary

- a) The Transaction Advisor will draw out a Valuation grid summarizing the Valuation under various applicable methods (after drawing inputs from the Asset Valuer's and Legal Consultant's reports also).
- b) Co-ordination with the sub-consultant i.e. the Legal Consultant and also DIPAM's advisor/legal consultant for completion of the acquisition transaction.

Report on Findings & Recommendations

- a) The Transaction Advisor will carry out Risk and mitigation analysis based on the due diligence as aforesaid and present its findings before the managements of ChPT. Ensure compliance of applicable regulatory requirements including obtaining statutory approvals and clearances, wherever necessary, and coordinating and monitoring the progress of the transaction until its completion.
- b) Based on the activities enumerated above and the inputs received from ChPT, the Transaction Advisor will prepare the Draft Due Diligence Report.
- c) Suitably provide the justification / logic / assumption for selecting the appropriate method for valuation of assets and company, separately.
- d) State any assumptions or limiting conditions that may affect the analysis, opinions and conclusions.
- e) Provide sufficient information to permit those who read and rely on the report to fully understand the data, reasoning, analysis and conclusions underlying Advisor's findings, opinions and conclusions.
- f) Completely and understandably set forth the Due Diligence, Asset valuation and other reports in a manner, which will be comprehensive, accurate, and not in any manner misleading.
- g) Generate a Draft Final Report complete in all manners and make detailed presentations on the subject matter as may be required by CHENNAI PORT TRUST. Post presentation, the Transaction Advisor, shall, if required, incorporate the suggestions as may be requested by CHENNAI PORT TRUST or provide for any other additional clarification that may be required. The final deliverable shall be a Final Report on Due Diligence, Assets Valuation, Tax, Accounting and Legal Matters, Bid Price etc. incorporating the change/ modifications as may be suggested above.
- h) Based on the observations received from the ChPT, the Transaction Advisor will finalize the Due Diligence Report including the Valuation range (after drawing inputs from the Asset Valuer's and Legal Consultant's reports also).
- i) Any other matter which the Advisor in his own judgment feel is worth indicating.
- j) Provide necessary support till such time acquisition takes place.

Preparation of Bid

Advise CHENNAI PORT TRUST on the proposed bid price for the proposed

acquisition. The Transaction Advisor will assist ChPT in preparing the bid in response to the RFP floated by DIPAM.

Assistance in signing of Transaction Document

Transaction Advisor will review Share Purchase Agreement (SPA) along with the Legal Consultant and will assist in finalizing and executing the SPA and transfer of shares to ChPT and post share transfer formalities. Assist in execution of requisite agreements in consultation with Legal Advisor to be appointed by CHENNAI PORT TRUST (share purchase agreement, shareholders' agreement, etc.) and all legal documentation required for execution of the transaction.

- B. The Scope of Work mentioned above is only indicative and non-restrictive in nature. There may be some services relevant but not expressly captured in the aforesaid Scope of Work which would essentially be required for undertaking the transaction, which upon being brought to the notice of the Transaction Advisor either by CHENNAI PORT TRUST or which are expected to be known to the Transaction Advisor in its normal course of business will also form an integral and mandatory part of the Scope of the Work.
- C. The Transaction Advisor is required to work in close coordination with CHENNAI PORT TRUST and other agencies as may be required.

D. Deliverables:

The Transaction Advisor shall carry out the assignment in a time bound manner and will provide the following to CHENNAI PORT TRUST as per agreed timelines. Time is the essence of the assignment.

- i) Inception report: It should contain detailed time line, Approach and methodology to be followed, assumption made with reason thereof, Chapterization of the Report, allocation of teams with their role and responsibilities etc.
- ii) Field Study & Data Collection Report: Data collection, Documents used for carrying out Due Diligence, Assets Valuation and assessing Tax and Accounting Aspects. Such documents shall form part of the report. Field visit undertaken, Details of the outcome of the field visits, Certification of completion of all spread work including field visits shall also be included in the report. Each aspect of Scope of Work shall be dealt, separately, in the report. Advisor's assessment on the aspects mentioned above and other considerations taken in valuation of assets and how these have been considered in arriving at the values.

The report shall indicate Value of the fixed assets covering Land and buildings, Civil structures, Marine structures, Furniture & Fixtures, Office equipments including electrical and electronic equipments, plant & machinery, stock inventory of spares in stores, etc. on an "as is where is" basis, indicating the following:

Land- Land and title details, values arrived at with reference to various sources/methods, market value, circle rate; final recommended value etc.

Building- Specifications, condition computation of fair value indicating details (Such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, etc.)

Plant and machinery- Specification, condition, computation of value (Such as details regarding current costs, depreciation for past usage, additional cost required for repair & renovations, scrap value factoring into the obsolescence in technology etc.)

Other Fixed Assets- Specifications, condition, depreciation for past usage and additional cost required for repair and renovation, values arrived at with respect to various sources/methods.

Replacement Value and Realizable Value for the above assets must be shown separately. If in the opinion of the Advisor, certain Assets are likely to realize only scrap value, the same should be clearly indicated with suitable justifications for the same.

- iii) Draft Final Report complete in all manner
- iv) Final Report after incorporating suggestions / requirements given by CHENNAI PORT TRUST.

Annexure - I

TECHNICAL PARTICULARS

| | | |
|----|---|--|
| 1. | Name of Bidder | |
| 2. | Postal address with Telephone / fax No./official e-mail for communication | |
| 3. | Name, address, telephone/fax No./ email with whom reference may be made | |
| 4. | Please state details of Non-refundable fee paid | |
| | DD No and date / Digital Payment details | |
| | Amount | |
| | Bankers Name | |
| 5. | Confirmation regarding fulfillment of eligibility criteria and its demonstration with supporting documents | |
| 6. | Confirmation regarding submission of "Confidentiality Undertaking | |
| 7. | Confirmation regarding submission of Affidavit-cum-undertaking relating to Non-Conviction and Non-Conflict of Interest submitted duly authenticated by the authorized signatory | |
| 8. | No Deviation Certificate – Confirmation regarding acceptance of all technical and commercial terms and conditions | |
| 9. | Any other information the bidder may desire to furnish | |

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

Seal with Signature of the authorized signatory of the bidder

Annexure-II

Confidentiality Undertaking (On Stamp Paper of Appropriate Value)

It is certified that all the documents/ data/ information which will be received by / provided to [Name of the bidder] for accomplishing the Scope of Work outlined in the RFP shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission CHENNAI PORT TRUST.

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

Seal with Signature of the authorized signatory of the bidder

Annexure- III

FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER

To,

FA & CAO,
CHENNAI PORT TRUST,
No.1, Rajaji Salai,
Chennai – 600 001.

This is to certify that the fee quoted by us for engagement as Transaction Advisor for the scope of work mentioned in RFP is in accordance with the terms and conditions laid down in the RFP displayed on the website of CHENNAI PORT TRUST and is unconditional.

Seal with signatures of authorized signatory of the Bidder

AFFIDAVIT-CUM-UNDERTAKING (On Stamp paper of appropriate Value)

We, the undersigned (“**Bidder**”) are submitting our bid in respect of the Request for Proposal **No. CHPT/TA/2019/F DATED 14.06.2019 (“Bid”)** issued by CHENNAI PORT TRUST.

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

resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the company, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.

- (9) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.

(10) We understand that:

- (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the company would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed Transaction. The company may also terminate our engagement for the Proposed Transaction, in whole or in part at its sole discretion to avoid the appearance of a Conflict of Interest.
- (ii) The company would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
- (iii) if at any time after our appointment as an Transaction Advisor , either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Transaction Advisor to the company and shall be bound to inform it without any delay and shall voluntarily withdraw from the Proposed Transaction failing which the company may terminate our appointment at its sole discretion and take such other action as it may deem fit.

Seal with signatures of authorized signatory of the Bidder

Definitions

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below:

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

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

5. **Entity** shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, liability partnership, company or any other persons.
6. **Grave Offence** means offences of such nature that it materially affects the reputation, business or operations adversely outrages the moral sense of the community and such other offences which may be considered by the Government/Company as grave on case to case basis after considering the facts and relevant legal principles.
7. **Proposed Transaction** means the transaction to be undertaken by CHENNAI PORT TRUST as described in **CHPT/TA/2019/F/Dt.14.06.2019** issued by it.
8. **Senior Managerial Personnel's** means Chairman, FA & CAO or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management **one level below the executive directors** and include the functional heads.
9. **Sister Concern** in relation to the Transaction Advisor, means any Entity in which the Transaction Advisor has a significant influence or which has "significant influence" over it and includes a group and a joint venture company. Significant influence" means holding of at least twenty percent or more of total voting rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.
10. Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.

Appendix-A

BIDDER DETAILS

| | |
|---|---|
| Bidder's Name | |
| Registered office address Tel. Fax E-mail Contact Person : | |
| Corporate Office Address Tel. Fax E-Mail Contact Person | |
| Working Office Address (If different from above) | |
| Bidder's Constitution | Company/ Firm/ Partnership/ LLP/Others (Pl. specify) |
| SEBI Registration No. (If registered with SEBI) | |
| Details of registration with other professional statutory bodies | |
| | |

Seal with signatures of authorized signatory of the Bidder

Appendix-B

BID NO. ChPT/TA/2019/F dt. 14.06.2019

DETAILS OF PENDING ENQUIRY/INVESTIGATIONS

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

Seal with signatures of authorized signatory of the Bidder

Appendix-C

CHPT/TA/2019/F/DT.14.06.2019

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

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

Seal with signatures of authorized signatory of the Bidder

Annexure-V

UNDERTAKING TO FURNISH PERFORMANCE GUARANTEE (ON BIDDER'S LETTER HEAD)

CHPT/TA/2019/F/DT.14.06.2019

We _____(name of the bidder) hereby declare that in the event of our selection as Transaction Advisor for the proposed assignment, we undertake to furnish performance guarantee (as per terms of the Contract / RFP) from a scheduled commercial bank to CHENNAI PORT TRUST within 3 days of award of work.

Seal with signatures of authorized signatory of the Bidder

CHPT/TA/2019/F/Dt.14.06.2019

Agreement for Advisory Services

THIS AGREEMENT (hereinafter referred to as „Agreement“) is made at.....on this ----- day of ----- BY AND BETWEEN CHENNAI PORT TRUST, one of the Major Ports under the Major Port Trusts' Act, 1963 acting through ----- (hereinafter referred to as "ChPT" which expression shall mean and include its successors and assigns) of the ONE PART AND____(Name of the Transaction Advisor) incorporated under the Companies Act, 1956/Companies Act, 2013 and having its registered office at _____ and having its Corporate offices at_____(hereinafter referred to as "Advisor " which expression shall mean and include its successors and permitted assigns of the OTHER PART.

WHEREAS

(I) CHENNAI PORT TRUST (hereinafter referred to as "the ChPT"), a Trust under Major Port Trusts Act, 1963 having its office at No.1, Rajaji Salai, Chennai – 600 001.

(II) CHENNAI PORT TRUST have appointed _____(Name of the Transaction Advisor) as its Transaction Advisor for the proposed acquisition of 100% GoI shares in KPL by ChPT vide letter No _____ dated _____.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE DETAILED REQUEST FOR PROPOSAL CONTAINING THE TERMS AND CONDITIONS, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT ADEQUACY AND SUFFICIENCY OF WHICH HEREBY ACKNOWLEDGE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. General Provisions

1.1 Definitions

1.1.1 Unless the context requires otherwise, the following terms, wherever used in this Agreement shall have the following meanings:

- a) „Agreement“ means this Agreement and any subsequent amendments hereto between CHENNAI PORT TRUST _____(Name of the Party and selected as Transaction Advisor [TA]);
- b) „Business Day“ means a day other than one on which either the Central Government Offices, Banks or TA 's Offices are required to close in New Delhi;

- c) „Effective Date“ means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- d) „Local Currency“ means Indian Rupee or any other lawful currency of the Republic of India;
- c) „Party or Parties“ means CHENNAI PORT TRUST and __(TA) or both, as the case may be;
- d) „Personnel „ means persons hired by _____ T A as employees and assigned to the performance of the Services or any part of the Services;
- g) „Services“ means the services to be performed by TA as the Transaction Advisor for this transaction and as described in Clause 3.1.

1.2 Relationship between the Parties

- 1.2.1 This Agreement shall be construed as establishing a relationship of principal and Advisor and not of principal and agent, between ChPT on the one part and _____(TA) on the other part.
- 1.2.2 This agreement shall be binding upon and shall inure to the benefit of ChPT and (TA) and their respective successors and permitted assignees. Neither ChPT nor TA shall assign this Agreement or their respective rights or obligations as the case may be under this Agreement without the consent of the other party.

1.3 Governing Law

- 1.3.1 This Agreement, its meaning and interpretation and the relation between the Parties shall in all respects be governed by and construed in accordance with the laws of the Republic of India.
- 1.3.2 The parties irrevocably agree that the Indian Courts at Chennai shall, subject to provisions of Clause 6 have jurisdiction to hear and determine any action or proceedings, and to settle any dispute, which may arise out of or in connection with this Agreement and, for such purpose irrevocably submit to the jurisdiction of such courts.
- 1.3.3 This Parties irrevocably waive any objection which they might at any time have to the courts referred to above being nominated as the forum to hear and determine any action or proceedings, and to settle any dispute, which may arise

out of or in connection with this Agreement and agree not to claim and any such court is not a convenient or appropriate forum.

1.4 Headings

1.4.1 The headings shall not limit, alter or affect the meaning of this Agreement.

1.5 Notices

1.5.1 Subject to the provisions of clause 1.5.5, any notice request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when sent by registered mail or air courier or facsimile to such Party at the following address and facsimile numbers:

For CHENNAI PORT TRUST Chairman, CHENNAI PORT TRUST,
No.1, Rajaji Salai, Chennai – 600 001

For TA

1.5.2 Notice will be deemed to be effective as follows:

- In case of registered mail or air courier, on delivery; and
- In case of facsimile following confirmed transmission.

1.5.3 Facsimile transmissions shall require to be re-transmitted in the event the Receiving Party communicates illegible transmission and notice in such an event will be deemed to be effective upon receipt of legible transmission.

1.5.4 A Party may change its address and facsimile numbers for notice under this Agreement by giving the other Party notice pursuant to this Clause.

1.5.5 Any action required and permitted to be taken, any document required or permitted to be executed under this Agreement may be taken or executed as follows :

On behalf of CHENNAI PORT TRUST by Shri _____, Chairman, CHENNAI PORT TRUST, No.1, Rajaji Salai, Chennai – 600 001.

For TA

2. General Provisions

2.1 Effective date

2.1.1 This Agreement shall come into force and effect on the Effective Date being ____.

2.2 Entire Agreement

2.2.1 This agreement alongwith NIT, RFP, Technical and Financial Proposal submitted by ____, correspondence exchanged between parties, Letter of Award and its acceptance by TA contains all covenants, stipulations and provisions agreed to by the Parties.

2.3 Modification

2.3.1 Modification of the terms of the Agreement may only be made by written agreement between the parties. Each party shall give due consideration, and not unreasonably delay a considered response to any proposal for modification made by a Party.

2.4 Force Majeure

Definition

2.4.1 For the purpose of this Agreement, „Force Majeure“ means an event or circumstance which is beyond the reasonable control of the affected Party and which makes affected Party“s performance of its obligation under this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstance and includes but is not to war, riots, civil disorder, earthquake, fire, explosion, storm, cyclone flood, drought or other adverse weather or other conditions and situations including breakage of equipment of facilities, structural collapse, air crash, shipwreck etc.

2.4.2 Force Majeure shall not include:

- a) Strikes, lockouts or other industrial action, confiscation or any other action in and/ or by the parties or their employees;
- b) Any event which is caused by the negligence or willful action of a party;
- c) Any event which is in control of a party;
- d) Any event which a diligent party could reasonably have been expected both (a) to have taken into account on the Effective Date of this Agreement and/or

thereafter during the terms of the Agreement and (b) to have avoided or overcome in the course of carrying out obligations under this agreement; and

- e) Insufficiency of funds or failure to make any payments/ short time/ non availability of personnel

No Breach of Agreement

2.4.3 The failure of a party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of or a default under this Agreement in so far as the inability arises from an event of Force Majeure, provided the party affected by that event has complied with its obligations under para 2.4.4 in respect of such event.

Measure to be taken

2.4.4 A party affected by an event of Force Majeure shall take all reasonable measure to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible and in any event not later than ten days following the occurrence of the event concerned and shall similarly give notice of the restoration of normal conditions as soon as possible. Parties shall together take all reasonable measure to minimize the consequences of any event of Force Majeure.

Extensions of time

2.4.5 Subject to the above provisions of this Clause 2.4, any period within which a Party shall, pursuant to this Agreement complete any action or task shall be extended for a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

Consultation

2.4.6 Not later than ten days after either party has served a notice to the other party as per Paragraph 2.4.4 notifying its inability to perform a portion of the services as a result of an event of Force Majeure, the Parties shall consult between themselves with a view to agreeing on appropriate measure to be taken in the circumstances.

2.5 Earlier Termination

Termination by CHENNAI PORT TRUST

2.5.1 CHENNAI PORT TRUST may by not less than ten days written notice of termination to TA terminate this agreement if:

- a) TA is in breach of its obligations under this Agreement and the terms and conditions mentioned in the RFP and the Affidavit-cum- Undertaking submitted by TA at RFP stage and has not remedied the same within 7 days (or such longer period as CHENNAI PORT TRUST may have subsequently approved in writing) following the receipt by TA of notice from CHENNAI PORT TRUST specifying the

breach.

- b) TA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 6;
- c) TA is unable as a result of Force Majeure to perform a material portion of the services for a period of not less than twenty days;
- d) TA becomes insolvent or bankrupt or goes into liquidation or receivership whether compulsory or voluntary;
- e) ChPT decided at any time to abandon the project;
- f) TA is found guilty of any criminal offence in any court of law or of violation of regulations of a statutory body that material adversely affects its ability to carry out the engagement;
- g) In case the event of a conflict of interest during the engagement that materially adversely affects the ability of T A to carry out the engagement and not remedied within 15 days of arising due to handling of the transaction by TA as Transaction Advisor to CHENNAI PORT TRUST
- h) CHENNAI PORT TRUST in its sole discretion decides to do so.

Termination by TA

2.5.2 TA may by not less than ten days written notice to CHENNAI PORT TRUST terminate the Agreement if:

- a) ChPT fails to pay any money to TA pursuant to this Agreement, which is not subject to dispute pursuant to Clause 6, within thirty days or any further extended period of time as may be agreed between the Parties after receiving written notice from TA that the payment concerned is due/overdue;
- b) ChPT is in breach of its obligations under this Agreement and has not remedied the same within thirty days (or such period as TA may have been subsequently approved in writing) following the receipt by ChPT of TA "s written notice specifying the breach. Provided that ChPT shall not be held to be in breach of any obligation under this Agreement if breach arises as a result of failure on the part of TA to meet TA"s obligations under this agreement;
- c) CHENNAI PORT TRUST is unable as a result of Force Majeure to perform its obligations for a period of not less than sixty days.

2.6 Cessation of Rights and Obligations

2.6.1 On termination pursuant to any part of Clause 2.5 and / or expiration of this Agreement all rights and obligations of the Parties shall cease, except

- (i) rights and obligations that have accrued as of the date of termination or expiration.
- (ii) any right which a Party have under law and
- (iii) the obligations in Clauses 3.2, 3.3 and 4.3.

2.7 Cessation of Services

2.7.1 On the termination of this Agreement by notice of either Party to the other pursuant to Paragraphs 2.5.1 and 2.5.2 TA will take all necessary steps to bring the services to a close within Ten days of the receipt of the notice of termination. Upon cessation of services either on expiry of termination (including earlier termination) of the agreement hereunder, TA shall hand over to ChPT such material documents and records prepared directly by T A in connection with the services whether in final or draft form, complete or in the process of being completed, on paper and if applicable floppy diskettes together with material documents and records as provided by ChPT to TA save the copies thereof will be allowed to be retained by TA for their files.

3. Obligations of TA

3.1 Confidentiality

3.1.1 TA and its Personnel shall not, during the term of this Agreement, and for a period of one year commencing from the date of terminating or expiry of this Agreement, disclose to any party other than CHENNAI PORT TRUST , other concerned consultants, valuers, lawyers or any information (other than publicly available nformation) relating to the services, this agreement, CHENNAI PORT TRUST business or operations without the prior written consent of CHENNAI PORT TRUST, unless such disclosure is requested by any statutory or regulatory or judicial/ quasi – judicial authority constituted under the laws of India and having jurisdiction over a Party, or unless such disclosure is required in connection with any litigation affecting a party, or unless such disclosure is necessary to perform TA"s services or obligations under this Agreement or unless such information has entered the public domain other than by a breach of the Agreement.

3.1.2 Provided that no confidentiality is required to be maintained in respect of disclosure required and made on account of legal requirements. External professionals appointed, if any will also be bound by such requirement/s of confidentiality as may be stipulated by CHENNAI PORT TRUST.

3.2 Indemnification of CHENNAI PORT TRUST by TA

TA agrees to indemnify and hold harmless CHENNAI PORT TRUST, officers, employees and representatives of CHENNAI PORT TRUST (each, an "Indemnified Person") from and against any claim, loss or liability (including without limitation reasonable fees and expenses of solicitor and legal counsel) arising out of the negligence or willful misconduct of TA or its personnel in providing the services.

3.3 Documents Prepared by TA

CHENNAI PORT TRUST and TA agree that the analysis provided to CHENNAI PORT TRUST is for the use and information of CHENNAI PORT TRUST in connection with the strategic disinvestment of KPL and its merger with CHENNAI PORT TRUST. TA shall own no responsibility to any action taken by any other person based on any advice given by TA to CHENNAI PORT TRUST.

3.4 TA 's Personnel

For the services TA shall deploy such personnel as are qualified and experienced in the opinion of TA to carry out the services. Provided that in the event CHENNAI PORT TRUST, at any point in time while the services are being carried out, expressly communicates to TA the opinion that any of the Personnel need to be substituted for, TA will take into account such opinion and will not unreasonably continue to deploy such personnel to carry out the services.

4. COMPLETION PERIOD

The Advisor shall be required to complete the Scope of Work such as make Evaluations/ hold queries and discussions / make presentations and Submit Reports etc. within the "Timelines" as may be informed by the ChPT from time to time. The timelines notified by the ChPT shall be final and binding on the advisor and no pretext of short time/ non availability of resources / deal team shall be entertained under any circumstances. The advisor shall keep ChPT fully indemnified from all costs, losses, expenses, damages , penalties etc. that may be inflicted upon the company directly flowing / related to the advisor"s scope of work / laxity in performance. In case of non-performance, the ChPT shall have the option to recommend the Advisor for blacklisting with all Government departments/PSEs etc. for all future government business apart from invoking other legal remedies.

5. Payment of TA

5.1 Currency of payment

Except as may be otherwise agreed in this agreement and/or other written agreement between the parties, all payments due to TA under this agreement shall be made in Indian Rupees.

5.2 Payments

TA shall be paid in Indian Rupees in stages on completion of the respective mile stones as indicated below :

- h) 10% on submission of Inception Report including methodology and detailed time line and acceptance of the same by CHENNAI PORT TRUST.
- ii) 20% after completion of site visits, market survey, verification of documents, due diligence exercise etc.
- iii) Next 30% on submission of Draft Final Report and satisfactory presentation thereof.

- iv) Next 25% on submission and acceptance of Final report.
- v) Balance 15% on successful completion of merger of the company and upon submission of Full and final bill.

In case of withdrawal of work at any stage, balance payment will not be made. However, after submission and acceptance of final report if the government decides to withdraw the disinvestment exercise, balance payment of 15% will be made.

In case of delay in adherence of time line / delay in submission of Draft / Final report, the advisor shall be liable to pay liquidated damages to the extent of 10 % of the contract value to CHENNAI PORT TRUST. CHENNAI PORT TRUST shall have the right to recover the amount from any payments due to the advisor or by encashment of the performance guarantee.

5.3 MODE OF PAYMENT

The Advisor will raise the invoices in triplicate to CHENNAI PORT TRUST and payment shall be made to the designated bank account of the advisor after applicable deductions.

6. Expenses of Parties

In performing its services, TA shall bear the following expenses:

- (a) All fees and expenses related to external professionals appointed by TA;
and
- (b) All out of pocket, travelling/hotel and other cost, charges and expenses incurred by TA or its officers, employees or agents in connection with performing any services.
- (c) The parties shall bear the cost of their respective telephone calls, facsimile transmission, couriers, dispatches and postage.

7. Dispute Resolution

7.1 Amicable Settlement

In case of any dispute arising in relation to above transaction, the same shall be resolved by Chairman, CHENNAI PORT TRUST whose decision shall be final and binding upon both the parties.

7.2 Arbitration

- 7.2.1 Any dispute or difference between the Parties as to matters arising under this agreement which cannot be settled amicably within thirty days after receipt by a Party of the other party's request for amicable settlement may be submitted by a Party to arbitration in accordance with the provisions of Paragraph 7.2.2.
- 7.2.2 Subject to Paragraph 7.2.1 of this Clause 7.2, in the event of any dispute, controversy or claim arising between the Parties hereto out of or in connection

with this agreement or interpretation of its terms, including without limitation, its validity, enforcement, breach, performance, termination or expiration, such dispute, controversy or claim shall be finally settled by arbitration. The arbitration shall be conducted at New Delhi in accordance time and rules framed there under.

- (a) The arbitration tribunal shall consist of three arbitrators to be selected and appointed by mutual agreement of the Parties. The language of the arbitration shall be English.
- (b) the arbitrators appointed under Paragraph 7 .2.2 sub-clause (a) shall be legal and/or technical experts with extensive experience in relation to the matters in dispute.
- (c) Any arbitration tribunal established hereunder shall state the reasons for its decisions in writing and shall make such decisions entirely on the basis of the Governing law.

8. Representation and Warranties of TA

T A represents and warrants that:

- (a) TA is duly organized. Validly existing and in good standing under the laws of jurisdiction of its incorporation;
- (b) TA has full power and authority to execute, deliver and perform its obligation under this agreement and to undertake the services contemplated herein;
- (c) TA has taken all necessary corporate and other action under relevant laws and its constitutional documents to authorize the execution, delivery and performance of this agreement;
- (d) This agreement constitutes legal, valid and binding obligations enforceable against TA in accordance with the terms hereof;
- (e) TA is subject to civil and commercial laws of India with respect to this agreement and it hereby expressly irrevocably waives any immunity in any jurisdiction in respect thereof;
- (f) TA is not debarred from performing the services on account of any litigation;
- (g) The execution, delivery and performance of this agreement will not conflict with any of the terms of the TA's memorandum and articles of association or any covenant, agreement, understanding, decree or order to which it is party will have any adverse affect on this assignment;
- (h) No representation or warranty by or information from it contained herein or in any other document furnished by it to CHENNAI PORT TRUST contains

or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty or information not misleading.

9. Other Terms of Agreement

9.1 Fairness and Good Faith

Good Faith

9.1.1 The parties undertake to act in good faith with respect to one and others rights under the agreement and to adopt all reasonable measures to ensure the realization of the objectives of this agreement.

9.1.2 Integrity and Ethics

The parties undertake to avoid all forms of corruption by following a system that is fair, transparent and free from influence and prejudice, prior to, during or subsequent to the currency of the contract.

TA commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.

CHENNAI PORT TRUST undertakes that during the pre-contract stage, it shall treat all bidders alike and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford advantage to any particular bidder in comparison to other bidders.

Any breach of aforesaid provisions by TA or its employees or authorized representatives, shall entitle CHENNAI PORT TRUST take all or any one of the following actions, wherever required:-

- (i) forfeiture of performance guarantee;
- (ii) to immediately call-off the pre-contract negotiations without assigning any reason or providing any compensation to TA;
- (iii) to debar TA from participating in any bidding process in future for a minimum period of 5 years.
- (iv) to cancel all or any other contract signed with TA. CHENNAI PORT TRUST will be entitled to initiate the criminal liabilities as well.

9.1.3 Operation of the Agreement

The Parties recognize that it is impractical in this agreement to provide for every contingency and possibility which may arise during the life of the agreement (in respect of the services) and the Parties agree that it is their intention that this agreement shall operate fairly between them and without detriment to the

interest of either of them and that if during the term of this agreement, a party believes that this agreement is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause of causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute to arbitration in accordance with Clause 7.

9.2 Waivers

No failure or delay of a Party hereto in exercising any right of remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or future exercise, of any right and remedy. The right and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

9.3 Liability to pay stamp duty

The stamp duty, if any, payable on this agreement and its counterparts shall be paid by TA.

9.4 This agreement has been prepared and signed in two originals, one to be retained by each party.

IN WITNESS WHEREOF of Parties have caused this agreement to be signed as of the day and year first above written.