



**Kamarajar Port Limited  
(erstwhile Ennore Port Limited)**

CIN No. : U45203TN1999PLC043322

(A Company of Chennai Port Authority)

Reg. Off: 2nd Floor (North Wing) & 3rd Floor Jawahar Building,  
17, Rajaji Salai, Chennai - 600 001.

**Tender for Appointment of Practicing Company Secretary Firm/Firm as  
Consultant for the Proposed Initial Public Offer (IPO)**

**Tender No. : KPL/CS/IPO/01/2026**

**Date : 13<sup>th</sup> March 2026**

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### I. TENDER – CONTROL SHEET TABLE

Date of publication in KPL website	<b>13<sup>th</sup> March 2026</b>
Queries, if any, to be communicated by email	<a href="mailto:cs@kplmail.in">cs@kplmail.in</a> vignesh@kplmail.in vanitha@kplmail.in
Mode of Submission	Two Cover System viz, Technical and Financial Bid separately
Address for communication	<b>Company Secretary</b> <b>Kamarajar Port Limited</b> (erstwhile Ennore Port Limited) Registered office: Jawahar Building, 2 <sup>nd</sup> floor, (north wing) & 3 <sup>rd</sup> floor, No. 17, Rajaji Salai, Chennai: 600 001 Contact No: 9003003124
Tender Fee	There is <b>NO</b> Fee for the Tender Document.
Pre-bid Meeting	The Pre-Bid Meeting will be held on 18.03.2026 at the Registered Office of the Company / Through Video Conference
Last date & time for submission of Bid Documents	<b>The Bid Documents shall be submitted within 21 (Twenty-one) days from the date of floating/publication of this Tender.</b>
Estimated cost	The estimated value of the assignment is approximately Rs. 60 lakhs plus applicable tax on milestone basis as mentioned in the tender document. However, services may be extended with the approval of competent authority, if milestones are not achieved.
Performance Security	3% of the awarded value shall be paid by furnishing Bank guarantee or DD to KPL.
Model Contract Agreement	The successful bidder shall prepare the Model Contract Agreement as per <b>Annexure-III</b>

**TENDER FOR APPOINTMENT OF PRACTICING COMPANY SECRETARY  
FIRM/FIRM AS CONSULTANT FOR THE PROPOSED INITIAL PUBLIC OFFER  
(IPO)**

**II. OVERVIEW OF KAMARAJAR PORT LIMITED**

Kamarajar Port Limited (KPL) was developed as a green field project in the east coast of India at a distance of about 20 kilo metre to the north of Chennai Port. The Company was incorporated as a Public Limited Company in October, 1999 under the Companies Act 1956 and is the only Major Port to adopt the corporate form of management. The Registered Office of the Company is located at 2<sup>nd</sup> Floor (North wing) & 3<sup>rd</sup> Floor, Jawahar Building, 17, Rajaji Salai, Chennai – 600 001.

The Authorised capital of the Company is Rs 500Cr comprising of 50,00,00,000 Equity Shares of Rs. 10/- each and the paid-up equity share capital is Rs 300Cr comprising of 30,00,00,000 Equity shares of Rs.10/- each fully paid up. The entire equity share capital of the Company is held by Chennai Port Authority (An Autonomous Body under Government of India).

The Port was dedicated to the nation on February 1, 2001 and commercial operations commenced from June 22, 2001. The Port functions on the “Landlord Port Model” basis whereby the port manages the basic port assets by leasing land and basic infrastructure to port operators. Operating functions such as planning, safety, pilotage, mooring, navigation and overall coordination are done by the Port. The Port provides the basic infrastructure facilities like construction of breakwaters, deepening and maintenance of port channels, dredged basin/channel, road and rail infrastructure for connectivity to hinterland, aids to navigation, fire fighting facilities, utilities, water and power supply and manage the resources apart from regulatory functions and overall Port planning& development.

At present KPL has 9 operational berths with total capacity of 58.44 MTPA to handle various types of cargo like Coal, POL, LNG, Automobiles, Container, break bulk, etc.

### **III. OBJECTIVE**

**Kamarajar Port Limited** is planning an Initial Public Offering (IPO) of its equity shares on the recognized stock exchanges in India. The Board of Directors of the Company, in its meeting held on 11<sup>th</sup> February 2026, has granted in-principle approval for initiation of Initial Public Offering of KPL.

To facilitate this process and ensure compliance with all regulatory requirements prescribed by the Securities and Exchange Board of India (SEBI), Stock Exchanges, and other regulatory authorities, The Company hereby invites proposals from reputed Practicing Company Secretary firms/ Firms to act as Consultant and assist the Company in connection with the proposed IPO process.

**The objective is to engage a reputed and experienced firm as Consultant to:**

1. To carry out comprehensive secretarial due diligence of the Company in connection with the proposed Initial Public Offering (IPO), in accordance with the provisions of the SEBI ((Listing Obligations and Disclosure Requirements) Regulations, 2015), the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act, 2013, and other applicable laws, rules, regulations and guidelines, as may be relevant.
2. Assist the Company in providing inputs to Book Running Lead Managers (BRLMs), legal counsels for preparation and vetting of Draft Red Herring Prospectus (DRHP) and Red Herring Prospectus (RHP).
3. Coordinate with Merchant Bankers, Legal Advisors, Statutory Auditors, Financial Advisors, and other transaction stakeholders with respect to Secretarial related activities.
4. Ensure timely completion of all deliverables in accordance with the IPO timeline.
5. Support the Company through SEBI filing, observations, and listing process.

#### **IV. SCOPE OF WORK**

**The scope shall include but not be limited to the following:**

<b>Sr. No.</b>	<b>Scope of work</b>	<b>Detailed activities</b>
1.	<b>Carrying out detailed Due Diligence of Secretarial Compliance and Records.</b>	<p><b>(i)</b> Review of all the secretarial records of the Company since incorporation.</p> <p><b>(ii)</b> Set up secretarial documents since incorporation.</p> <p><b>(iii)</b> Review of all changes to the MOA and AOA (including any changes to registered office) and corporate filings and records thereof from Incorporation to till date.</p> <p><b>(iv)</b> Compliance of Secretarial Standards including verification of the list of first subscribers as prescribed in the MOA of the company, details of share transfer, and changes in authorised share capital, if any.</p> <p><b>(v)</b> Adherence to entrenchments provision in AOA</p> <p><b>(vi)</b> Advising on corrective measures wherever feasible in case of any non-compliances and documentation of the same.</p> <p><b>(vii)</b> Compliance of ESOP plan including compliance vis-à-vis allotments and requirements thereof</p> <p><b>(viii)</b> Review of all FEMA compliances</p> <p><b>(ix)</b> Issue of Report on the due diligence including setting out details of directors, shareholders and subsidiaries, and checking all RoC filings.</p>

2.	<b>Capital Build up</b>	<p><b>(i)</b> Carrying out thorough analysis and preparing detailed reports on capital buildup since incorporation including conducting RoC searches, as necessary.</p> <p><b>(ii)</b> Collation of relevant documents for all the allotment of securities since incorporation.</p>
3.	<b>Setting up Virtual Data Room (VDR)</b>	<p><b>(i)</b> Setting up off virtual data room for the purpose of due diligence conducted by the counsels of the Merchant Bankers and ensuring that the virtual data room/documents are available and updated in a timely manner to the Merchant Bankers and their counsels for conducting the due diligence;</p> <p style="padding-left: 40px;"><b>a.</b> Support with History related documents.</p> <p style="padding-left: 40px;"><b>b.</b> Conducting ROC search and review of all secretarial records of the Company since incorporation and issuing certificate on any missing/ untraceable corporate records or ROC filings</p> <p><b>(ii)</b> Address to all the requisition lists of the Company legal counsels; legal counsels to the Merchant Bankers in relation to the virtual data room.</p> <p><b>(iii)</b> Take responsibility of coordinating with the Company legal counsels and legal counsels to the Merchant Bankers on all matters relating to the IPO. In essence we can hold a single fort for all the matters relating to setting up updating the virtual data room.</p>
4.	<b>Board level Corporate Governance</b>	<p><b>(i)</b> Advising on the reconstitution of the Board and Committees as per Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies</p>

		<p>Act, 2013, and other applicable laws, rules, regulations and guidelines, as may be relevant.</p> <p><b>(ii)</b> Drafting the terms of reference of various Committees of the Board.</p>
<b>5.</b>	<b>Corporate Actions</b>	Assisting the Company in corporate actions, if any, including but not limited to split, bonus, dividend etc.
<b>6.</b>	<b>Standard Certificates &amp; Corporate Governance Certificates</b>	<p><b>(i)</b> In connection with the proposed Initial Public Offering (IPO), various confirmations, declarations and certificates are required to be obtained from the Company, its Directors, Promoters, Promoter Group entities, Selling Shareholders (if any), Subsidiaries, Group Companies, Associates and Joint Ventures, in the prescribed formats as may be required under applicable laws and by the legal counsels and other intermediaries.</p> <p>The consultant shall be responsible for coordinating, collating, reviewing and facilitating the timely issuance and submission of such confirmations and certificates to the legal counsels and other concerned intermediaries.</p> <p><b>(ii)</b> A certificate in relation to the compliance with the requirements of corporate governance in terms of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements Regulations), 2018;</p> <p><b>(iii)</b> certificate on capital structure of Company including confirmations in relation to compliance of all past issuances by the Company with the Companies Act 1956, Companies Act 2013, SEBI Regulations and the SEBI (Disclosure and Investor Protection Guidelines, 2000 (to the extent applicable);</p>

		<p><b>(iv)</b> certificate confirming independence of independent directors under applicable law;</p> <p><b>(v)</b> Issuing certificates required pursuant to the IPO of the Company as required by the management / Book Running Lead Managers / Counsels.</p>
<b>7.</b>	<b>Drafting of Policies</b>	<p>The Company is required to formulate and adopt various policies in compliance with the provisions of the Companies Act, 2013, the SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, , and other applicable laws, rules, regulations and guidelines, as may be relevant, prior to listing pursuant to the proposed Initial Public Offering (IPO).</p> <p>The consultant shall assist in drafting, reviewing and finalising such policies in accordance with applicable statutory and regulatory requirements and shall coordinate with the Legal Counsels and other intermediaries for incorporating their comments, if any.</p>
<b>8.</b>	<b>DRHP, UDRHP, RHP and Prospectus related activities</b>	<p><b>(i)</b> Vetting and reviewing the Draft Red Herring Prospectus (DRHP), Updated Draft Red Herring Prospectus, Red Herring Prospectus (RHP) and the Prospectus.</p> <p><b>(ii)</b> Address to all the requisition lists of the Company legal counsels; legal counsels to the Merchant Bankers in relation to the DRHP, UDRHP, RHP and the Prospectus.</p> <p><b>(iii)</b> Take responsibility for coordinating with the Company legal counsels and legal counsels to the Merchant Bankers on all matters relating to the IPO. In essence the Consultant shall hold a single fort for all the matters relating to finalizing the DRHP,</p>

		<p>UDRHP, RHP and the Prospectus and the related paperwork.</p> <p><b>(iv)</b> The RHP and the Prospectus shall be filed with the Registrar of Companies and The Consultant shall ensure that the requisite forms and documents are duly filed with the RoC on the same day as the Board's approval.</p> <p><b>(v)</b> Adhering to the strict timelines on all the deliverables by maintaining an activity and time tracker including a gap analysis in order to provide an effective monitoring mechanism to the top management.</p> <p><b>(vi)</b> Attend the all-party calls with the Merchant Bankers, counsels, internal company team and provide holistic support for the IPO.</p> <p><b>(vii)</b> Draft the Board, committee and general meeting agenda papers, minutes in relation to the meetings to be conducted for the IPO related matters.</p>
<b>9.</b>	<b>Employees Stock Option Plan (ESOP) Compliance</b>	<p><b>(i)</b> End to end advisory to the Company for the ESOP implementation as per Companies Act, 2013 and Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations,2021.</p> <p><b>(ii)</b> Drafting the ESOP Policy in line with the Companies Act, 2013 and the Securities and Exchange Board of India (Share Based Employee Benefits and Sweat Equity) Regulations,2021.</p> <p><b>(iii)</b> Updation of ESOP Register;</p> <p><b>(iv)</b> In principle approval from Stock Exchanges</p>
<b>10.</b>	<b>Compliance with SEBI (Prohibition of Insider</b>	<p><b>(i)</b> Drafting of the codes and policies.</p>

	<b>Trading) Regulations,2015</b>	<p><b>(ii)</b> Advisory services in relation to the maintenance of structured digital database and the designated employee database.</p> <p><b>(iii)</b>Setting SOPs for strict compliance of the code.</p> <p><b>(iv)</b> Train the employees in the strict adherence of the code.</p>
<b>11.</b>	<b>Filing of applications for in principle approval of listing</b>	The Consultant shall collate all the data required for filing of the in-principle approval listing application with the Stock Exchange and will prepare the documents for the application for in principle approval for listing with Stock Exchanges.
<b>12.</b>	<b>Website updating</b>	Assist the Company in ensuring the compliance of website disclosures as per the requirements of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations,2018 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations,2015 before it goes public.
<b>13.</b>	<b>Training Programme</b>	<p><b>(i)</b> Director Training: Conduct comprehensive training sessions for the Board of Directors on their roles, responsibilities, and duties as directors in a listed company.</p> <p><b>(ii)</b> Stakeholder Orientation: Organize preliminary orientation sessions for relevant stakeholders and employees on applicable SEBI regulations, with a specific focus on the "what will change" aspects post-IPO.</p> <p><b>(iii)</b> SOP Implementation: Implement robust Standard Operating Procedures (SOPs) for key areas including:</p> <ul style="list-style-type: none"> <li>• Price Sensitive Information (POIT)</li> <li>• Related Party Transactions (RPT)</li> <li>• Regulatory Filings (Reg 30)</li> </ul>

		<ul style="list-style-type: none"> <li>• Annual Reports</li> <li>• Corporate Social Responsibility (CSR)</li> <li>• Stakeholder Grievance Handling</li> </ul> <p><b>(iv) Succession Planning:</b></p> <p>Develop and implement robust succession plans for key Board &amp; Management positions.</p> <p><b>(v) Board/Director Evaluation:</b></p> <ul style="list-style-type: none"> <li>• Develop and implement a comprehensive framework for evaluating Board, Committees, and individual Directors.</li> <li>• This includes establishing clear criteria and questionnaires for effective assessments.</li> </ul> <p><b>(vi) Governance Effectiveness Review:</b></p> <ul style="list-style-type: none"> <li>• Conduct continuous reviews of the effectiveness of governance policies, procedures, compliances, and internal controls.</li> </ul> <p><b>(vii) Benchmarking:</b></p> <ul style="list-style-type: none"> <li>• Regularly benchmark governance practices against industry best practices and leading companies.</li> </ul> <p><b>(viii) Governance Framework &amp; Manual:</b></p> <ul style="list-style-type: none"> <li>• Develop and maintain a comprehensive Governance Framework and Manual, including a specific focus on parent subsidiary governance relationships.</li> </ul>
14.	<b>Bonus Shares issuance and compliance</b>	<b>(i)</b> End to end advisory to the Company for issuance of Bonus Shares as per Companies Act, 2013, Securities and Exchange Board of India (Issue of

		<p>Capital and Disclosure Requirements) Regulations, 2018 and other applicable laws, rules, regulations and guidelines.</p> <p><b>(ii)</b> Drafting of necessary documents including Board Meeting notice and agenda, Board Resolution, shareholders' resolution (if applicable), explanatory statement and other related documentation for approval of Bonus Issue.</p> <p><b>(iii)</b> Preparation and filing of necessary forms and documents with the Ministry of Corporate Affairs, Stock Exchanges and other regulatory authorities, as applicable.</p> <p><b>(iv)</b> Updation of statutory registers and records relating to share capital and issuance of Bonus Shares.</p> <p><b>(v)</b> Assistance in ensuring compliance with post-issue requirements including corporate action with depositories and disclosure requirements with Stock Exchanges.</p>
<b>15.</b>	<b>MCA forms filing</b>	Consultant shall prepare, certify and file forms with MCA
<b>16.</b>	<b>Master Data Updating</b>	Consultant shall get the master data updated in MCA post listing
<b>17</b>	<b>In-principle approval of Stock Exchanges for ESOP post listing</b>	Consultant shall prepare the documents and make the application for in-principle approval of Stock Exchange for ESOP

## **V. ELIGIBILITY CRITERIA**

The Bidders/Applicants should fulfil the following eligibility criteria -

<b>SL No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted</b>
<b>1.</b>	<p>The Practicing Company Secretary (PCS) Firm/Firm should have 15 years of experience/establishment.</p> <p>a. The Lead Partner/Individual, to have experience of minimum 15 years in full time practice and also should have handled capital market assignments.</p> <p>b. The firm shall have appropriately trained staff, who are informed of the IPO requirements with a minimum of 4 qualified Company Secretaries associated with the Practicing Company Secretary Firm/Firm for not less than 2 years.</p>	<p>Self-attested copy of Certificate of Membership &amp; Certificate of Practice.</p> <p>Declaration regarding number of trained staff with No. of. Qualified Company Secretary and No. of. Years of practice in the letter head with Membership No.</p>
<b>2.</b>	<p>The PCS/Firm should have prior experience as Consultant for at least 5 companies with an issue size Rs. 1000 Crores or more each in the past 5 years.</p>	<p>Documentary evidence such as engagement letters, completion certificates, client certificates, or relevant extracts evidencing assignment handled.</p>
<b>3.</b>	<p>The PCS/Firm should have handled coordination with Merchant Bankers, Legal Counsels, Registrar to the Issue and Stock Exchanges in at least five capital market transactions.</p>	<p>Documentary evidence for the same.</p>
<b>4.</b>	<p>The PCS/Firm should have average annual turnover of not less than Rs. 18 lakh during the preceding three financial years.</p>	<p>Self-attested Tax returns filed with Income Tax department along with self-declaration in the letter head/Audited financial statements.</p>

<b>5.</b>	The PCS/Firm must possess valid GST Registration.	Self-attested copy of Certificate of Registration issued under the GST regime.
<b>6.</b>	The Practicing Company Secretary Firm /Firm should not have been barred/blacklisted/ disqualified by any regulators/ statutory body in India during the last 5 Years.	Self-Declaration
<b>7.</b>	The PCS/Firm should have adequate infrastructure and capability for handling time-bound IPO activities including drafting of offer documents, due diligence, secretarial certifications, stock exchange filings and post-listing compliances.	Self-declaration detailing infrastructure and manpower strength.

Note: -

- Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria.
- Self-declaration needs to be signed by authorised signatory(s)

#### **VI. DEPLOYMENT OF PERSONNEL**

The scope of services shall encompass the deployment of a dedicated on-site team comprising **One (1)** Qualified Company Secretary and two **(2)** CS Executive Assistants with demonstrated working knowledge of IPO processes and regulatory compliance who shall be stationed at KPL's Secretarial Department throughout the entire duration of the assignment on all working days during prescribed office hours.

The Lead Partner of the firm and a senior level Company Secretary with 10+ years of experience shall provide supervisory oversight of the deployed team, ensuring quality and adherence to standards throughout the assignment period.

#### **VII. DUE DILIGENCE**

The bidder is expected to examine and understand all instructions, forms, terms and specifications and the scope of work detailed in this Tender Document. Bids shall be

deemed to have been submitted after careful study and examination of the contents of this Tender Document including the scope of the assignment with full understanding of its implications and requirements. The bids should be precise, complete in all respects and to be submitted in the prescribed format as per the requirement of this tender document only. Failure to furnish all information required by this Tender Document or submission of a bid not responsive to this Tender Document in every respect will be at the applicant's risk and may result in rejection of the bid for which the KPL shall not be held liable under any circumstances.

## **VIII. TENURE OF THE ASSIGNMENT**

### **1. Commencement:**

The date of commencement of the Assignment shall be as intimated in writing by KPL.

### **2. Tenure**

The Assignment shall be for the entire completion of the assignment, from the intimation regarding commencement of assignment, extendable by competent authority of KPL if milestones are not achieved and if deemed necessary as mutually agreed between the parties.

## **IX. GENERAL TERMS AND CONDITIONS**

Bidder should examine the documents constituting this Tender Document in detail to prepare the proposal. In case of deficiencies in the information required /requested, the proposal may be rejected.

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

## **X. PAYMENT TERMS & CONDITIONS**

Payments shall be released upon the satisfactory completion of the defined scope of work and achievement of the specified milestones. The Consultant shall submit a formal invoice along with a Task Completion Report for the relevant milestone, duly acknowledged by the authorized signatory of KPL.

Payment will be processed only after verification and confirmation of completion of the respective milestone by KPL.

All applicable taxes, including Goods and Services Tax (GST), shall be payable additionally at the prevailing statutory rates.

The payment shall be made to the firm on milestone basis:

<b>S. No.</b>	<b>Milestone Stage</b>	<b>Key Activities / Deliverables</b>	<b>Payment (%)</b>
1	<b>Preliminary Works</b>	<ul style="list-style-type: none"> <li>• Engagement commencement</li> <li>• Preparation of activity tracker and project timeline</li> <li>• Virtual Data Room (VDR) setup</li> <li>• Data requisition list preparation</li> <li>• Legal and secretarial due diligence</li> <li>• Due diligence report submission</li> <li>• Compliance gap analysis</li> <li>• Preparation of rectification/action plan</li> </ul>	<b>20%</b>
2	<b>IPO Documentation &amp; Regulatory Filings</b>	<p><b>Corporate Structuring &amp; Governance Readiness</b></p> <ul style="list-style-type: none"> <li>• Board reconstitution (appointment of Independent Directors etc.)</li> <li>• Constitution of mandatory Board Committees</li> <li>• Drafting of committee charters and governance framework</li> </ul> <p><b>Policy Framework &amp; Compliance Systems</b></p> <ul style="list-style-type: none"> <li>• Drafting and implementation of mandatory policies</li> <li>• Insider Trading Code and Conduct</li> <li>• Corporate governance manual and compliance systems</li> </ul>	<b>50%</b>

S. No.	Milestone Stage	Key Activities / Deliverables	Payment (%)
		<p><b>DRHP &amp; SEBI Process</b></p> <ul style="list-style-type: none"> <li>• Vetting and finalisation of Draft Red Herring Prospectus (DRHP)</li> <li>• Coordination with legal counsels and intermediaries</li> <li>• Obtaining in-principle approval from Stock Exchanges</li> <li>• Filing of DRHP with SEBI</li> <li>• Handling SEBI queries and regulatory correspondence</li> <li>• Filing of Updated DRHP / receipt of SEBI observations</li> <li>• Filing of Red Herring Prospectus (RHP)</li> <li>• Filing of Final Prospectus with Registrar of Companies (ROC)</li> </ul>	
3	<b>Completion of IPO &amp; Post Listing Compliance</b>	<ul style="list-style-type: none"> <li>• Completion of IPO process</li> <li>• Coordination for listing approval</li> <li>• Listing of equity shares on stock exchanges</li> <li>• post-listing compliance support and regulatory filings</li> </ul>	<b>30%</b>

**Basis of Professional Fee:**

a) The fee quoted should be inclusive of outstation travel, long distance telephone calls and faxes, couriers and postage, collections and deliveries, subscriptions to special services, specifically required stationery and bulk \ photocopying etc.

b) The professional fees shall be subject to deduction of tax at source at the applicable rates as prescribed under the provisions of Income Tax Act, 1961.

## **XI. PERFORMANCE SECURITY**

3% of the awarded value shall be paid by furnishing Bank guarantee or DD to KPL.

## **XII. PAYING AUTHORITY**

The payments as per the Payment terms mentioned above shall be paid against the Tax invoices which may be sent to “**Company Secretary, Kamarajar Port Limited, 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Jawahar Building No-17, Rajaji Salai, Chennai – 600 001**”.

## **XIII. SUBMISSION OF PROPOSALS**

The application process is as follows:

The Bidder must submit their offers in two cover system.

**a. The Technical Proposal/ Bid:** The bidder must submit all the details mentioned in Para-V “ELIGIBILITY CRITERIA” above, with proofs & relevant documents meeting the eligibility criteria including the signed copy of the Tender and the offer letter must be accompanied with the following declaration on the letter head of the Practicing Company Secretary Firm/Firm:

1. All the information provided by me/us here above is correct to the best of my/our knowledge & belief.
2. I/We do not have any conflict of interest with Kamarajar Port Limited.
3. I/We have read all the terms & conditions of bid and the instructions, and these are acceptable to me/us.

**b. The Price Bid:** The Bidder must quote the rate in **Annexure-I**.

**c.** The Online tenders are invited in Two Cover System (Technical cover and Financial cover) from the reputed Practicing Company Secretary Firms/ Firms for acting as consultant for the proposed issue. Tenderer shall upload the required documents of Cover-I – Technical bid and Cover – II – Financial Bid in the Central Public Procurement Portal (CPP Portal).

- d. The Bid shall remain valid for a period of 21 (Twenty-one) days from the date of floating/publication of this Tender. Any offers received after the due date will not be accepted.
- e. Incomplete offers, conditional offers, offer with cutting/ erasing/ difference in numbers and words are liable to be rejected.
- f. The Company reserves the right to accept or reject any offer without assigning any reasons, therefore.
- g. Submission of the offer/proposal by the bidder shall constitute acceptance by the bidder of all the terms and conditions mentioned in this invitation to offer.

**XIV. EVALUATION CRITERIA:**

**(i) The evaluation of bidders will be based on a three-step process: -**

- a) The bidders who have met the eligibility criteria as per **Clause V** will only be considered for further evaluation. Bidders scoring a minimum of 80% marks in the technical bid will qualify for Financial bid evaluation and only their Financial bids will be opened.
- b) 'Qualified Bids' (meeting the minimum Qualifying marks of in Technical Bid) and confirming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation.

Price bids shall be evaluated considering the Price quoted for all services excluding applicable GST (CGST & SGST /UTGST or IGST).

- c) To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

- a. An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 80 (Eighty) in '**Technical Bid**' Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid:

$$B = (C_{low}/C) \times 100 \times X + (T/T_{high}) \times 100 \times Y$$

*Where,*

$C$  = Evaluated Bid price of the bidder

$C_{low}$  = The lowest of the evaluated bid prices among the responsive bids

$T$  = The total marks obtained by the bidder against 'Technical' criteria

$T_{High}$  = The highest mark scored against 'Technical' criteria among all responsive bids

$X = 0.2$  (The weightage for 'Quoted price' is 20%)

$Y = 0.8$  (The weightage for 'Technical Score' is 80%)

Note: The Evaluated Bid Score (B) shall be considered up to two decimal places.

- a. Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B).
- b. In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against 'Technical' criteria will be recommended for award of contract. Even if there is a tie, 'draw of lots' will be resorted to arrive at the recommended bidder.
- c. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.

**(ii) Scoring methodology:**

The technical scoring of the proposals will broadly be on the following criteria:

<b>SL No.</b>	<b>Parameter&amp; Criteria</b>	<b>Max Marks</b>	<b>Scale for scores</b>
<b>1.</b>	Post Company Secretary qualification experience of the Lead Partner / Proprietor /Individual, under whose supervision the assignment shall be undertaken	20	15 years of post-Company Secretary qualification practice experience – 10 marks & 2.5 marks for each additional year of practice, subject to a maximum of 20 marks.
<b>2.</b>	The Practicing Company Secretary Firm /Firm should have a team of appropriate trained staff, who is informed of the IPO requirements with a minimum of 4 qualified Company Secretaries associated with the Practicing	10	The Practicing Company Secretary Firm / Firm having 4 Qualified Company Secretary – 10 marks & 1 marks for each additional Qualified Company Secretary

	Company Secretary Firm/Firm for not less than 2 years.		subject to a maximum of 15 marks.
<b>3.</b>	The PCS/Firm should have prior experience as IPO Consultant for at least 5 companies with an issue size Rs. 1000 Crores or more each in the past 5 years.	40	Minimum 5 eligible assignments – 20 marks & 5 marks for each additional assignment subject to a maximum of 40 marks.
<b>4.</b>	Presentation (maximum 30 minutes) by the proposed Team Leader before the Selection Committee	30	To be evaluated based on: (i) understanding of the assignment, (10 Marks) (ii) proposed methodology & execution plan, (10 Marks) (iii) team composition & availability, (10Marks)
<b>Total</b>		100	

#### **XV. PUBLICITY**

Any publicity by the bidder in which the name of Kamarajar Port Limited is to be used should be done only with the explicit written permission of Kamarajar Port Limited.

#### **XVI. FORCE MAJEURE**

Any failure or delay by selected Bidder or KPL in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event. “Force Majeure” means an event beyond the control of the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

## **XVII. DISPUTES**

In case of any dispute arising during execution of contract, an amicable solution may be arrived with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Chairman & Managing Director, KPL will be final and binding on both the parties to the Contract.

## **XVIII. GOVERNING LANGUAGE**

The contract shall be written in English. All correspondence and other documents pertaining to Contract that are exchanged between the parties shall be written in English.

## **XIX. GOVERNING LAW/JURISDICTION**

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of Chennai.

## **XX. NON-DISCLOSURE AGREEMENT**

The selected bidder must sign the Non-Disclosure Agreement with Kamarajar Port Limited. Copy of Agreement to be executed is enclosed as **Annexure – II**.

## **XXI. ADHERENCE TO STANDARDS**

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities.

## **XXII. PROFESSIONALISM, ETHICS & CODE OF CONDUCT**

The selected Bidder should provide professional, objective and impartial scrutiny and hold KPL's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while carrying out the assignment under this engagement.

### **XXIII. ASSIGNMENT**

The selected Bidder shall not sell, assign, transfer, subcontract, or otherwise dispose of the Consultancy Services or any part thereof, or any rights or obligations arising therefrom, whether in whole or in part, without the prior written consent of KPL. Any such sale, assignment, transfer, or subcontracting without such consent shall be null and void.

The selected Bidder shall perform the services directly through its own partners and/or employees. Subcontracting, outsourcing, or delegation of any part of the scope of work to any third party is strictly prohibited.

Formation of a consortium or association of firms, or engagement of sub-consultants/sub-firms for execution of the assignment, is not permitted under this tender. Any proposal submitted in contravention of this condition shall be liable for disqualification at the evaluation stage.

### **XXIV. ADHERENCE TO TERMS AND CONDITIONS**

The Bidders who wish to submit responses to this Tender should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the Tender. If the responses contain any extraneous conditions put in by the bidders, such responses may be disqualified and may not be considered for the selection process.

### **XXV. CANCELLATION OF TENDER PROCESS**

KPL reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

### **XXVI. EXPENSES**

It may be noted that KPL will not pay any other amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

## **XXVII. TERMINATION CLAUSE**

If the professional services rendered by the selected firm are found to be unsatisfactory, or if there are any persistent lapses in the delivery of the scope of work, KPL reserves the right to terminate the contract by providing one (1) month's prior notice.

## **XXVIII. RIGHT TO REJECT BIDS**

KPL reserves the absolute and unconditional right to reject any response to this Tender if it is not in accordance with its requirements and no correspondence will be entertained by KPL in the matter. The bid is liable to be rejected if

- It is not in conformity with the instructions mentioned in this Tender document.
- It is not properly/duly signed/submitted.
- It is received after expiry of the due date and time.
- It is incomplete including non-furnishing the required documents / information as required in terms of this Tender.
- It is evasive or contains incorrect information.
- If there is any kind of canvassing.

## **XXIX. AUTHORISED SIGNATORY**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with KPL, with regard to the obligations under this assignment.

At the time of execution of the agreement, the selected Bidder shall submit a formal Letter of Authorization authorizing the concerned official(s) to discuss matters, execute agreements, and sign all related documents on behalf of the firm in connection with these services

## **XXX. PRICE BID VALIDITY**

The Price Bid shall be valid for a period of 90 days from the date of opening of the bids.

**COVER 2- FINANCIAL COVER (PRICE BID FORMAT)**

Sr. No	Description	Amount in INR
		In Figures
1.	<p><b>Company Secretary firm/Firm for Consultancy Services for IPO at KPL as per Scope of work of Tender and other terms and conditions.</b></p> <p><i>(The fee quoted should be inclusive of outstation travel, long-distance telephone calls and faxes, couriers and postage, collections and deliveries, subscriptions to special services, specifically required stationery and bulk photocopying etc.)</i></p>	(Lump sum amount to be paid excluding applicable GST and other taxes.)
	<b>Total</b>	

Total amount in words: Rupees \_\_\_\_\_ only

**Notes:**

- 1) The quoted rate is valid for entire tenure of the assignment. No escalation on payment for this assignment. No other charges and expenses other than quoted price will be allowed.
- 2) Payment is to be made on Milestone basis as per Tender conditions and against Tax invoice.

Signature: .....

Name and Designation of Signatory: .....

Address: .....

Stamp of PCS/Firm: .....

**Place:** .....

**Date:** .....

**CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into on this **[Date]** day of **[Month]** of **[Year]** (“Effective Date”) by and between the following parties:

**Kamarajar Port Ltd (Erstwhile Ennore Port Limited)**, a Company incorporated under the Companies Act, 1956, having its Registered office at **2<sup>nd</sup> Floor (North Wing) & 3<sup>rd</sup> Floor, Jawahar Building, 17, Rajaji Salai, Chennai – 600 001** (hereinafter referred to as “Client”)

And

\_\_\_\_\_, a Practicing Company Secretary Firm/a Firm registered with a Statutory Body in India, having **Office at** \_\_\_\_\_, Chennai - 6000 (hereinafter referred to as “\_\_\_\_\_”);

\_\_\_\_\_ and **Client** are collectively referred to as the “Parties” or individually as a “Party” as the context may require.

Both Parties hereby agree as follows in relation to Confidential Information to be disclosed by the Client to \_\_\_\_\_ for purpose of IPO Consultancy and related services. (**Tender No. KPL/CS/IPO/2026** dt \_\_\_\_\_) (herein after referred to as the “**Project**”):

1. Confidential Information to be disclosed by Client under this Agreement can be described as and including but not limited to all information related to Board Meeting(s)/Committee Meeting(s).

In addition to the above Confidential Information shall also include other Confidential and/or Sensitive Information which is disclosed by the Client to \_\_\_\_\_

- All information/communication in writing or other tangible form (including oral) received from the Client, shall be labelled or marked as "Confidential"

at the time of its delivery by \_\_\_\_\_

2. Confidential Information which has been disclosed by the Client to \_\_\_\_\_ has to be protected under this agreement and shall be used only for the purpose of the Project on need-to-know basis and shall not be used for competitive use by \_\_\_\_\_.
3. This Agreement shall be valid for 12 months from the Effective Date/completion of scope of work whichever is later provided that on extension of tenure this agreement shall be valid for another 12 months from the effective date of extension and obligations under this Agreement shall survive the termination of this Agreement for a period of Five (5) years, unless earlier waived in writing by the Client.
4. \_\_\_\_\_ undertakes and agrees that any Confidential Information disclosed hereunder shall be used by \_\_\_\_\_ solely for the purpose of the Project and \_\_\_\_\_ will not disclose or disseminate such Confidential Information to anyone, except to its partners, directors, consultants, employees and advisers (“Authorized Personnel”) who have a need to know such Confidential Information for the purpose for the Project.
5. Confidential Information shall not include information which:
  - a. is publicly available or has become generally available to the public other than as a result of a breach of this Agreement;
  - b. was already lawfully known (without restriction on disclosure) to \_\_\_\_\_ (including its Authorized Personnel) prior to its being so furnished by the Client;
  - c. has become available to \_\_\_\_\_ (including its Authorized Personnel) on a nonconfidential basis from a source other than the Client unless to the knowledge of \_\_\_\_\_ such sources owes a duty of confidentiality to the Client;
  - d. has been independently developed, by or for \_\_\_\_\_ without reference to the Confidential Information; or

- e. is required to be disclosed to any government department, regulatory body, or any other party that is entitled to know such information in accordance with legal or regulatory requirements, any applicable law, rules or regulations, professional duty or where disclosure is made in connection with any claim by \_\_\_\_\_ or in connection with any claim or potential claim against \_\_\_\_\_ with intimation to the Client
6. \_\_\_\_\_ shall use all reasonable safeguards against the unauthorized disclosure of Confidential Information and shall use reasonable endeavours to ensure that all of its Authorized Personnel having access to Confidential Information adhere to the terms of this Agreement.
7. Upon expiration of this Agreement or sooner upon written request of the Client, all Confidential Information in the possession of \_\_\_\_\_ shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, \_\_\_\_\_ may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations with prior information being made to the client.
8. It is understood that this Agreement is not intended to, and does not, obligate either party to enter into any further agreements or to proceed with any relationship or other transaction.
9. Any failure or delay by either party in exercising any right, power or privilege hereunder shall not constitute a waiver hereunder nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
10. This Agreement supersedes any prior such agreement. The Agreement cannot be amended in any manner, modified except by a written instrument signed by authorized representatives of both Parties.
11. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

12. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Client shall have adequate remedy in money or other
13. The Agreement and all matters relating to this Agreement shall be governed by, and interpreted and construed in accordance with the Indian Law and the courts in Chennai shall have exclusive jurisdiction over all matters, disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement.

**IN WITNESS WHEREOF** the duly authorized representatives of the Parties have executed this

Agreement on the date first above written.

Signed for and on behalf of

\_\_\_\_\_

Name :  
Designation :  
Date :  
Company Stamp :

Signed for and on behalf of

**Kamarajar Port Limited.**

Name :  
Designation :  
Date :  
Company Stamp :

**MODEL CONTRACT AGREEMENT**

**(To be submitted by the Successful Bidder after issue of LOA)**

This CONTRACT (hereinafter together with .....appendices attached hereto called the Contract) is made on .....day of .....2026 between **KAMARAJAR PORT LIMITED** on the one part (hereinafter called “KPL”) and M/s..... (hereinafter called the firm) on the other part (Notwithstanding such association, the Firm will be represented hereunder at all times by ..... which will retain full and undivided responsibility for the performance of the obligations hereunder and for satisfactory completion of the services to be performed hereunder.)

WHEREAS the Kamarajar Port Limited has awarded the work for Appointment of Practicing Company Secretary Firm / Firm as Consultant for the Proposed Initial Public Offer

WHEREAS the firm has agreed to provide the services in accordance with the Terms of Reference and all Conditions set forth in this contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
  - a) The Tender Document for Appointment of Company Secretary firm/ Firm as IPO consultant.
  - b) Award letter issued by the KPL vide No..... dated ..... and all correspondence exchanged between the KPL and the firm up to the date of award letter as specifically referred to in the said award letter.
3. In consideration of the payment to be made by the KPL to the firm as herein after mentioned the firm hereby covenants with KPL to execute and complete the works in conformity with in all respects with the provisions of the contract.
4. The KPL hereby covenants to pay the Professional Fee to the firm in consideration of the completion of the works in the manner prescribed in the tender document and accepted by the firm.

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

Binding Signature of  
Kamarajar Port Limited

Binding Signature of  
Firm

**Witness:**

1.

2.

**Witness**

1.

2.