

**Request for Proposals (RFP)  
for**

**Supply, Implementation, and Maintenance of a  
Terminal Operating System (TOS)  
for**

**Part of Shahid Beheshti Port at Chabahar,  
Phase I,**

**Islamic Republic of Iran**

**Inviting Authority: India Ports Global Chabahar Free  
Zone (Authority)**

**Date:30 July 2025**

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### **Disclaimer**

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

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid.

## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 India Ports Global Limited (“IPGL”) hereafter referred as the principal was incorporated on January 22, 2015, with an objective to make strategic investment in ports overseas.
- 1.1.2 IPGL entered into the ‘Contract for Equipping and Operation of Multipurpose and Container Terminals at First Development Phase of Shahid Beheshti Chabahar Port, Islamic Republic of Iran’ with Port and Maritime Organization (the “Main Contract”) for 10 years period
- 1.1.3 IPGL has incorporated a Project SPV - Indian Ports Global Chabahar Free Zone as a special purpose company in the Islamic Republic of Iran. On behalf of IPGL, Indian Ports Global Chabahar Free Zone as the Authority Jointly and severally along with the principal are responsible for the Project of Operation and Maintenance at Shahid Beheshti Port of Chabahar.
- 1.1.4 Accordingly, the Authority has decided to carry out the bidding process for “Supply, Implementation, and Maintenance of a Terminal Operating System (TOS)”, by the bidders”. Tenderers, who fulfil the Minimum Qualification Criteria and Terms and Conditions set out in the RFP documents.

India Ports Global Chabahar Free Zone (IPGCFZ) seeks to implement a state-of-the-art Terminal Operating System (TOS) to support its Container and General Cargo terminal and container freight station (CFS) operations at Chabahar Port. This Functional Requirement Document outlines the business processes, functional modules, technical specifications, and performance expectations from the TOS solution.

- 1.1.5 Commencement Date of the Guarantee will be effective from the date of commissioning and delivery of the Surveillance systems
- 1.1.6 The Selected Bidder shall complete the supply, installation, testing and commissioning and training of the subject of the RFP within 3 month of the letter of award under the Scope of Work shall be performed in compliance with the terms and conditions of this document and the “Supply and commissioning Contract” and “Annum Contract for Support, Maintenance of the Contract”.
- 1.1.7 In the event that the Selected Bidder fails to “Supply, Implementation, and Maintenance of a Terminal Operating System (TOS)”, the Authority may forfeit and encash the Performance Security as damages, without prejudice to any other right which shall be available to the Authority in this regard.
- 1.1.8 Scope of works included in Supply, Implementation, and Maintenance of a Terminal Operating System (TOS).

No.	Item	Details
1	Description of work to be executed	“Supply, Implementation, and Maintenance of a Terminal Operating System (TOS)” for Shahid Beheshti Port of Chabahar development phase 1 for Container and General Cargo Terminal of total 70 ha , CFS area of about 1 ha covered ware house and 540 plug points.
2	Employer	India Ports Global Chabahar free Zone (Authority) known as IPGCFZ

3	Employer 's Representative (S)	Chairman IPGCFZ Mr. Sunil Mukundan, MD IPGCFZ Mr. Hossein Habibollahi
4	Executing Authority	IPGCFZ
5	Estimated Amount of the work (Supply and implementation of TOS+5 years contract for support and maintenance)	<b>Euro 165000 equivalent in Rial as per rate applicable for THC issued by PMO (Port and Maritime Organization)</b>
6	Earnest Money Deposit	<b>Euro.5,000 equivalent in Rial in accordance with the exchange rate applicable to THC on date of issuance of the RFP.</b> (The EMD shall be furnished in the form of Account Payee Demand Draft/ Banker's Cheque/ Bank Guarantee from a Commercial Bank in favor of India Ports Global Free Zone.)
7	Validity period of Tender	90 days from bid due date
8	Setup, installation and commission Period	Within 90 days from the date of issue of LoA
9	Date of commence of AMC	After successful Completion of supply installation and commissioning of the subject of the RFP by issuance of successful completion certificate by the Authority.

## 1.2 Existing Terminal Overview

- **Facilities:** two general cargo berth and two container berth, general cargo and container yard, , and CFS warehouse, gates in, gates out and
- **Operations:** Vessel cargo operations, berth operation, yard planning, truck movement, and container/CFS cargo handling traffic etc can be attached.

## 1.3 Operational Workflows at the terminal is included in

IPGCFZ is performing the following activities in the terminal area

- Vessel scheduling and berth planning.
- Container discharge/loading and yard stacking.
- Bulk/breakbulk handling with tally and verification.
- CFS services: stuffing, de-stuffing, inspection, bonded cargo.
- Gate-in/gate-out management.
- Documentary services
- **Equipment dispatch and monitoring.**

## 1.4 Schedule for Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S No.	Event Description	Date
1	Issuance of the RFP	7/30/2025
2	Last Date for Receiving Queries	8/13/2025
3	Pre-Bid Video Conference	8/13/2025 at 03:00 PM Iran Time
4	Authority's Response to Queries (latest by)	8/15/2025

5	Submission Deadline for Qualification Bids	8/30/2025 by 03:00 PM Iran Time
6	Opening of Qualification Bids	8/30/2025 at 04:00 PM Iran Time
7	Notification to Qualified Bidders for Submission of Technical Bids	9/10/2025
8	Submission Deadline for Technical Bids	9/15/2025 by 03:00 PM Iran Time
9	Opening of Technical Bids	9/15/2025 at 04:00 PM Iran Time
10	Evaluation of Technical Bids & Finalization of Technical Proposal (Specification)	9/15/2025
11	Notification to Technically Qualified Bidders for Submission of Financial Bids	9/20/2025
12	Submission Deadline for Financial Bids	TBD by 03:00 PM Iran Time
13	Opening of Financial Bids	TBD at 04:00 PM Iran Time
14	Issuance of Letter of Acceptance (LOA)	TBD
15	Validity of Bids	90 days from Bid Due Date
16	Submission of Performance Security	Within 15 days after issuance of LOA
17	Signing of Agreement	As defined in LOA
18	Commencement Date	As defined in LOA

### 1.5 Pre-Bid Video Conference

**Date:** 8/13/2025 at 03:00 PM Iran Time

**Time:** 03:00 PM Iran Time

Interested bidders who wish to participate in the Pre-Bid Video Conference must email their details to the following addresses:

- **Email IDs:**
  - [tenders@ipgcfz.ir](mailto:tenders@ipgcfz.ir)
  - [chairman@ipgcfz.ir](mailto:chairman@ipgcfz.ir)
  - [md@ipgcfz.ir](mailto:md@ipgcfz.ir)

#### Required Details for Registration:

1. Full Name and Title of the Participant(s)
2. Name of the Company
3. Contact Details and Address

The venue or link for the video conference will be shared with the registered participants via email. Further instructions for the video conference registration procedure will also be communicated in advance.

### **1.6 Venue for Submission and Opening of Bids**

The details of the venue for bid submission and opening will be notified to the bidders at a later stage.



## 2 Objectives of the Terminal Operation System

### I. Enhance Operational Efficiency and Throughput

Streamline and automate planning, execution, and monitoring of vessel, berth, yard, gate and documentation operations to minimize dwell time for cargo, containers, and vessels. And to Optimize resource allocation (equipment, manpower, yard space).

### II. Support Multi-Cargo and Multi-Terminal Functionality

- Enable handling of **containerized, breakbulk, bulk, and general cargo** operations through a single platform.
- Support seamless integration between container terminal and **CFS services** (e.g., stuffing, de-stuffing, customs inspection, dispatching cargo, accepting and releasing of cargo and etc.).

### III. Real-Time Visibility and Control

provide dashboard-based monitoring for terminal managers and operators.

### IV. Integrated Yard and Gate Management

- Automate **yard planning, slotting, and stacking strategies** to reduce re-handling.
- Facilitate gate automation and reduce truck turnaround time via pre-gate appointments and RFID/barcode scanning.

### V. Seamless Customer and Stakeholder Interface

Provide secure web portals and APIs for shipping lines, freight forwarders, shippers, cargo owners and customs to:

- Submit EDI messages (e.g., BAPLIE, CODECO, IFTMIN).
- Track shipments and access documents.
- Make appointments and submit manifests.

### VI. Ensure Regulatory and Customs Compliance

- Integrate with **Iranian customs systems** for streamlined clearance.
- Provide detailed audit logs, manifests, and reports to meet regulatory requirements.

### VII. Support Billing and Revenue Assurance

- Automate invoicing, tariff calculation, and billing workflows.
- Integrate with the ERP or financial systems for end-to-end revenue management.

### VIII. Enhance Safety and Security

- Enable controlled access to zones and cargo via **access control and container seal verification**.
- Integrate with **CCTV, RFID, ANPR, and GPS systems** for secured logistics tracking.

### IX. Enable Business Intelligence and Decision Support

- Provide **operational KPIs**, delay analysis, productivity dashboards.
- Generate **predictive analytics** for berth planning, equipment usage, and labor scheduling.

### X. Scalability and Future-Readiness

- Modular architecture to adapt to future expansion (e.g., automation, IoT integration, green port initiatives).
- Support for **cloud/hybrid deployments**, disaster recovery, and multilingual interfaces.

### XI. Other capabilities

- **Mobile Apps** for on-ground workforce task management such as tally operations, gate in and gate out operation.
- **The Bidder technical proposal shall cover all the required functions to achieve objective set out in section 2 the functions shall be included in the following terms:**
- **The vendor shall propose and provide the required items such as handhelds for smooth operation of the Terminal**

### 3 Functional Requirements by Module

The Bidder technical proposal shall cover all the required functions to achieve objectives set out in section 2 the functions shall be included in the following terms:

- I. **Vessel Planning Module:** Berth allocation, proforma plans, BAPLIE/EDI integration.
- II. **Yard Management Module:** Yard layout definition, container slotting, space optimization.
- III. **Gate Management Module:** Pre-gate appointments, gate pass, RFID/barcode scanning.
- IV. **CFS Operations Module:** Cargo inventory, warehouse slotting, customs workflows.
- V. **EDI/Integration Module:** Messaging with shipping lines, customs, ERP, and PCS.
- VI. **Billing Module:** Tariff configuration, charge calculation, integration with finance.
- VII. **Reporting Module:** Operational KPIs, performance reports, exception alerts.
- VIII. Modular and scalable architecture (cloud/on-premises).
- IX. Web-based UI with multilingual support accessible on port.ipgcfz.ir
- X. Role-based access control and audit trail.
- XI. RESTful APIs and EDI compliance (EDIFACT, UN/CEFACT).
- XII. **Interfaces and Integration Points with**
  - Customs system of Iran,
  - Port Communication System of PMO or related systems such as CCS, Gcomes or other systems requested by PMO or Authority
  - IPGCFZ mail and document systems.
- XIII. **Security and Compliance**
  - Data encryption in transit and at rest.
  - Compliance with national data regulations.
  - Daily backups, DR site replication support.
- XIV. **Performance Requirements**
  - Uptime: 99.9% availability.
  - Response time: <2 seconds for most transactions.
  - Concurrent users: Support for 100+ concurrent users.
- XV. **Support and Maintenance**
  - SLA-based support with 24x7 availability.
  - Regular updates and security patches.
  - Training and documentation for users.
  - Continuous customisation for the statical report and report templates
  - Tariffs and operational procedures update in accordance with PMO guidelines.

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## 4 BRIEF DESCRIPTION OF BIDDING PROCESS

- 4.1.1 The Authority has adopted a **three-stage bidding process** for the selection of a qualified Contractor for Supply, installation, testing and commissioning of. TOS system at Part of Shahid Beheshti Port, Phase 1 with years comprehensive Support, Maintenance and upgrade contract to meet the operational **objectives** and **functions** set forth in this RFP.
- 4.1.2 The bidding process is structured as follows:
- **Stage 1 – Qualification Stage:** Bidders are required to submit their Qualification Bids, demonstrating compliance with the minimum eligibility criteria set forth in the RFP. This stage focuses on evaluating the bidders' credentials, financial standing, past experience, and technical capabilities to ensure they meet the Authority's requirements. Only bidders meeting the minimum eligibility criteria will proceed to the next stage.
  - **Stage 2 – Technical Bid Stage:** Qualified bidders will be invited to submit Technical Bids. These bids should include a detailed technical proposal outlining the bidder's approach, methodology, compliance with technical specifications, and project execution plan. The Authority will evaluate the Technical Bids based on predefined criteria and finalize a Technical Proposal to serve as the benchmark for the next stage.
  - **Stage 3 – Financial Bid Stage:** Technically qualified bidders will be invited to submit their Financial Bids based on the finalized evaluated Technical Proposal. The Financial Bids will be opened and evaluated, with the contract awarded to the bidder offering the most competitive and responsive bid as per the evaluation framework detailed in the RFP.
- 4.1.3 Bidders may participate as either a single entity or as a consortium. For consortium applications, the Lead Member must meet the RFP terms and criteria:
- 4.1.4 In the case of a consortium bid, all consortium members must be signatories to the "Agreement" that the Authority, through Indian Ports Global Chabahar Free Zone, will execute with the selected consortium. The Authority will execute the agreement with leader of the consortium.
- 4.1.5 Bidders must confirm their qualification to participate and submit an undertaking to this effect in the form provided in **Appendix I**.
- 4.1.6 The Technical and Financial Offers (the "Bids") submitted shall remain valid for a minimum of **90 (sixty) days** from the commercial Bid Due Date.
- 4.1.7 The Bidding Documents include a detailed "Agreement" for the Project. These documents, along with any addenda issued following this RFP, will form an integral part of the Bidding Documents.
- 4.1.8 Bidders are required to submit a **Bid Security** of **€5,000** or the equivalent amount in Iranian Rials at the exchange rate provided by PMO for THC on the RFP issuance date. The Bid Security must be deposited to account **IR100550017085006236786001** in the name of India Ports Global CFZ. For unsuccessful bidders, the Bid Security will be refunded

within **30 (thirty) days** of the signing of the "Supply Contract" with the selected bidder. The Bid Security for the selected bidder will be retained until the Performance Security is provided.

Alternatively, the Bidder may submit a **banker's cheque** payable to **India Ports Global Chabahar Free Zone** for **€5,000**, with a validity of **at least 180 days**.

4.1.9 The selected bidders must provide a **Performance Security of 10% of total value bided by the selected bidder for supply of TOS + 5 years maintenance contract** or equivalent in Iranian Rials (as per the PMO's exchange rate for THC on the acceptance date) in compliance with the terms of the "Supply and AMC Contract." This security shall remain valid throughout the contract term and allow for periodic renewals as required by the Authority.

4.1.10 Bidders may choose to submit the Bid Security as a **bank guarantee** acceptable to the Authority. The guarantee must be valid for at least **90 (sixty) days** from the Bid Due Date, with an additional claim period of **30 (thirty) days**. The bank guarantee must be issued by an approved bank (nationalized or reputable private bank approved by the Central Bank of Iran) and follow the format in **Appendix II**.

4.1.11 The Contractor will be entitled to payment under the following structure:

#### **1. Supply and implementation fee**

**for Supply, Installation, testing and commissioning of TOS system:** The Contractor will receive a one-time supply fee covering Supply, Delivery, Installation, Commissioning, training, of the Terminal Operation System (TOS). The Contractor may request for advanced payments up to 25% supply contract value against 110% advance payment guarantee issued by a bank in favor of IPGCFZ. The balance of Supply and implementation fee is payable upon commissioning of the TOS by the selected vendor.

#### **2. Support and Maintenance fee**

**for Comprehensive Services:** Following the commission and training of TOS with award of Support and Maintenance contract award, the Contractor will be entitled to a monthly maintenance fee throughout the subsequent Annual Support and Maintenance Contract (AMC) period, for a total of 5 years of comprehensive maintenance. This monthly **Support** maintenance will be payable after successful completion, delivery and commissioning of the TOS and commencement of Maintenance Contract.

4.1.12 Any inquiries or requests for additional information concerning this RFP must be submitted in writing by the deadline. Submissions may be sent by speed post, courier, special messenger, or email and should be clearly labelled as follows:

**“For Supply, Implementation, and Maintenance of a Terminal Operating System (TOS), Phase 1 by the bidders.”**

4.1.13 The Authority reserves the right to amend the timeline or process as required, with due notification to all participating bidders.

## 5 ELIGIBILITY CRITERIA

The tenderer shall fulfil the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:

### 5.1 Experience:

- A. The tenderer should be in the business of supply, installation and maintenance of TOS over last 5 years with good performance records in Iranian Ports.
- B. The tenderer should have the experience of successfully carried out **similar work** as mentioned below, during the last 5 years as on **31.12.2024 to Ports** Government Departments/ Reputed Private organizations.
  - i. Three similar completed works each costing not less than **USD equivalent 100,000/- (OR)**
  - ii. Two similar completed works each costing not less than **USD equivalent 125,000/- (OR)**
  - iii. One similar completed work costing not less than **USD equivalent 2,00,000/-**.

Similar work(s) means —Supply, Implementation, and Maintenance of a Terminal Operating System (TOS). documentary proof shall be submitted

### 5.2 Financial Turnover:

Average Annual Financial Turnover of the tenderer during the last three financial years, shall not be less than USD equivalent 100,000/-

### 5.3 The documents to be submitted along with the tender to prove the MQC:

**The bidder should submit the following documents along with the tender to prove the MQC:**

- i. Notarized copies of Work Order / Contract Agreement and certificate of satisfactory performance / completion, with work order number and value of the item(s), issued by the Client as proof for having Supply, Implementation, and Maintenance of a Terminal Operating System (TOS). Details of such contracts shall be furnished as per **Appendix**  
.....
  - ii. The bidder shall have valid certifications pertaining to Cyber Security.
- 5.3.1 The Applicants must provide the necessary information relating to Technical Capacity as per format at Appendix VII, VIII and IX.
  - 5.3.2 The Application must be accompanied by the Audited Annual Reports of the Applicant (in case of a Consortium, the lead member of the consortium) for the last 3 (three) financial years.

## 6 INSTRUCTIONS TO BIDDERS

- 6.1.1 **Overriding Effect of the Agreement** Notwithstanding anything to the contrary contained in this document, the detailed terms and conditions specified in the ”“Supply Contract” and “Annum Support, Maintenance and upgrade Contract” shall take precedence and have an overriding effect over any provisions in this RFP.
- 6.1.2 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorizing the signatory of the Bid as commitment of the Bidder.
- 6.1.3 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, Such visits will enable the Bidder to accurately assess the scope of work and prepare a responsive Bid.
- 6.1.4 It shall be deemed that by submitting a Bid, the Bidder has accepted that it has:
- (a) Made a complete and careful examination of the Bidding Documents.
  - (b) Received all relevant information requested from the “Authority”.
  - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents.
  - (d) Acknowledged that it does not have a Conflict of Interest; and
  - (e) Acknowledged that its Financial Bid will be fair, reasonable, and free from predatory or dumping practices; and
- 6.1.5 The Authority shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP.
- 6.1.6 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda These Addenda shall form an integral part of the Bidding Documents. Bidders are responsible for reviewing any issued Addenda and incorporating them into their Bid submissions.
- 6.1.7 Three-Stage Bidding Process

The Bidding Process shall comprise the following three stages:

- **Stage 1: Qualification Stage**

Bidders shall submit Qualification Bids demonstrating compliance with the eligibility criteria detailed in the RFP. Only Bidders meeting these criteria will advance to the Technical Bid Stage.

- **Stage 2: Technical Bid Stage**

Qualified Bidders shall submit Technical Bids, including a detailed proposal aligned with the Project's technical specifications and operational requirements (Objective and Functions). The Authority will evaluate the Technical Bids and finalize a comprehensive Technical Proposal as the basis for the next stage.

- **Stage 3: Financial Bid Stage**

Bidders whose Technical Bids meet the evaluation criteria will be invited to submit their Financial Bids based on the finalized Technical Proposal. The Authority will evaluate Financial Bids in accordance with the criteria specified in the RFP, awarding the contract to the most competitive and responsive Bidder.

#### **6.1.8 Confidentiality and non-disclosure**

Bidders shall maintain the confidentiality of all documents, information, and communications related to this RFP and the Bidding Process. Any breach of confidentiality will result in the disqualification of the Bidder.

#### **6.1.9 Contacting the Authority**

All correspondence, including requests for clarification, shall be addressed to the Authority at the address and contact details provided in the RFP.

#### **6.1.10 Authority's Rights**

The Authority reserves the right to:

- Reject any or all Bids without assigning reasons.
- Cancel or modify the Bidding Process at any stage.
- Seek additional information or clarification from any Bidder during the evaluation process.

#### **6.1.11 Binding Nature of the Bid**

The submission of a Bid shall be deemed as the Bidder's acceptance of all terms and conditions outlined in the RFP, including any Addenda issued.



## **7 PREPARATION AND SUBMISSION OF BIDS**

### **7.1 Sealing and Marking of Bids**

#### **7.1.1 Submission Structure:**

The Bidder shall submit their Bid in three stages as detailed below:

##### **Stage 1: Qualification Bid**

The Bidder must provide the documents demonstrating compliance with the minimum eligibility criteria as per Appendix-I. These documents shall be sealed in an envelope marked **"Qualification Bid – Stage 1."**

##### **Stage 2: Technical Bid**

Upon meeting the qualification criteria, bidders will be invited to submit a Technical Bid in the format specified in Appendix-II. This bid, including all supporting documents, shall be sealed in an envelope marked **"Technical Bid – Stage 2."**

##### **Stage 3: Commercial Bid**

Bidders whose Technical Bids are approved as per the finalized technical proposal will submit a Commercial Bid in the format specified in Appendix-III. The envelope containing the commercial bid shall be sealed and marked **"Commercial Bid – Stage 3."**

#### **7.1.2 Documents Accompanying Bids:**

##### **a) For Qualification Bid (Stage 1):**

The Qualification Bid envelope shall include:

- i. Bid Security as per the format in Appendix-IV or a banker's cheque or receipt of deposit in the IPGCFZ account.
- ii. Power of Attorney for signing the Bid, as per Appendix-V.
- iii. Power of Attorney for Lead Member of Consortium, if applicable, as per Appendix-VI.
- iv. A copy of the Joint Bidding Agreement, in case of a Consortium, as per Appendix-VII.
- v. Initialled copy of the Agreement as per Appendix-VIII.
- vi. Documents demonstrating eligibility, including Technical & Financial Competencies per Appendices IX and X.

**b) For Technical Bid (Stage 2):**

The Technical Bid envelope shall include:

- i. Detailed technical specifications and compliance documents as requested.
- ii. Supporting documentation, drawings, and system design as per Appendix-XI.
- iii. Certifications and references to previous projects per Appendix-XII.

**c) For Commercial Bid (Stage 3):**

The Commercial Bid envelope shall include:

- i. Pricing details and cost breakdown, as per Appendix-XIII.
- ii. A signed declaration ensuring adherence to the technical proposal finalized in Stage 2.

**7.1.3 Sealing of Bids:**

Each of the envelopes for the three stages shall be sealed and clearly marked with the respective bid stage name and the following identification:

**"Request for Proposals (RFP) for Selection of Contractor Supply, Implementation, and Maintenance of a Terminal Operating System (TOS) at Shahid Beheshti – Phase I, Chabahar Port, Islamic Republic of Iran."**

**7.1.4 Submission Deadline:**

The Bidder shall submit the sealed outer envelope containing the three bid stage envelopes to the address specified in the RFP document before the submission deadline specified for each stage. Late submissions will be rejected.

The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the  
Each of the sealed envelopes shall be addressed to:

ATTN. OF:	Mr. Hossein Habibollahi
DESIGNATION	Managing Director, India Ports Global CFZ
ADDRESS:	<b>Tehran, Fifth Floor, No. 25, 12th St, Bucharest Avenue.</b>
E-MAIL ADDRESS and Phone	<a href="mailto:tender@ipgcfz.ir">tender@ipgcfz.ir</a> ; <a href="mailto:md@ipgcfz.ir">md@ipgcfz.ir</a> ; <a href="mailto:chairman@ipgcfz.ir">chairman@ipgcfz.ir</a> +98 21 91494949

**7.1.5** Each Sealed Bid shall be submitted before ----- **2025 @ 15:30**, to the below mentioned address,  
**IPGCFZ Office, Tehran, Fifth Floor, No. 25, 12<sup>th</sup> St, Bucharest Avenue.**

- 7.1.6** Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof
- 7.1.7** The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the "Supply and implementation Contract" and "Annual Support and Maintenance Contract", or otherwise, if
- (a) Bidder submits a non-responsive Bid;
  - (b) Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
  - (c) Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (d) The Selected Bidder fails within the specified time limit -
    - (i) To sign and return the duplicate copy of Letter of Acceptance; or
    - (ii) To sign the "Supply and implementation Contract" and "Annual Support and Maintenance Contract"; or
    - (iii) To furnish the Performance Security within the period prescribed under the RFP

## **8 EVALUATION OF BIDS**

### **8.1 Opening and Evaluation of Bids**

#### **8.1.1 General Process:**

The Authority shall open and evaluate the Bids in three stages as detailed below:

#### **Stage 1: Qualification Bid Opening and Evaluation**

- The Qualification Bids will be opened on the Bid Due Date at 15:00 hours at the location specified in this document, in the presence of bidders who choose to attend.
- The Authority will assess compliance with the minimum eligibility criteria based on the submitted documents .

#### **Stage 2: Technical Bid Opening and Evaluation**

- Only bidders who meet the qualification criteria will be requested to submit the technical bid and their Technical Bids will be opened on specified due date.
- Technical Bids will be evaluated to finalize the technical proposal in accordance with the requirements outlined in this document.

#### **Stage 3: Commercial Bid Opening and Evaluation**

- Bidders whose acknowledge to comply fully to the finalized Technical Specification approved by the authority in align with the finalized technical bid evaluation will be requested to submit their Commercial Bids to be opened on the specified due date.
- Commercial Bids will be evaluated to determine the bidder offering the most competitive price.

#### **8.1.2 Notification of Each Stage Outcome:**

The Authority shall notify bidders of the results of each stage, specifying their eligibility to proceed to the next stage.

### **8.2 Tests of Responsiveness**

At the Qualification stage, the Authority shall determine the responsiveness of each Bid based on the following criteria:

- a. It is received in the specified format (Appendix-I).
- b. It is submitted by the Bid Due Date, including any extensions.
- c. It is signed, sealed, and bound together in hard copy, as required.
- d. It is accompanied by the Bid Security as per Appendix-IV.
- e. It includes the required Power(s) of Attorney.
- f. It contains all the required information, complete and as per the specified formats.

- g. It does not contain any conditions, qualifications, or deviations.

### **8.2.1 Technical Stage Tests:**

The Technical Bids will be evaluated for:

- a. Compliance with the technical specifications outlined in the RFP.
- b. Alignment with the finalized technical proposal framework.
- c. Adequacy of system design, operational efficiency, and sustainability measures.
- d. Proof of past performance in similar projects (Appendices IX-X).

### **8.2.2 Commercial Stage Tests:**

The Commercial Bids will be checked for responsiveness to:

- a. Compliance with the technical proposal finalized in Stage 2.
- b. Submission in the specified format (Appendix-XIII).
- c. Absence of conditional pricing or incomplete cost breakdowns.
- d. It is free from dumping and predatory pricing practices.

## **8.3 Selection of Bidder**

### **8.3.1 Process for Commercial Bid Selection:**

The Commercial Bids of technically qualified bidders, approved by the Authority and relevant oversight bodies (PMO/SBPA/Principal/GOI), shall be opened during the Price Bid Opening Meeting.

### **8.3.2 Evaluation and Selection:**

- The bidder offering the **lowest total Supply and implementation fee plus 5 years support and maintenance fee** in accordance with the finalized technical proposal shall ordinarily be declared the Selected Bidder (“L1 Bidder”).
- The evaluation shall also ensure that the price complies with anti-dumping and anti-predatory practices.

### **8.3.3 Tie-Breaking Procedure:**

In the event of a tie, i.e., two or more bidders quoting the same total The Authority will invite all tied bidders to a draw of lots.

- (a) The draw of lots will be conducted in the presence of the tied bidders and notified observers, with prior notice to the bidders.
- (b) The winner of the draw shall be declared the Selected Bidder.

## **9 FRAUD AND CORRUPT PRACTICES**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the ”“Supply Contract” and “Annual Maintenance Contract”.

## 10 Supply and maintenance fee

The Contractor shall be entitled to receive the following payments upon the successful performance of their obligations under the Agreement, subject to compliance with all terms and conditions, including the supply, delivery, installation, commissioning, and commitment of annual maintenance contract:

### 10.1 Supply and implementation fee: Supply, Installation, Testing, and Commissioning

**Scope of Payment:** The Contractor will receive a one-time supply fee covering the Supply, Delivery, Installation, Commissioning, training, of the Terminal Operation System (TOS).

**Payment Milestones:** The fee shall be payable upon the successful completion and commissioning of the systems in accordance with the milestones and deliverables defined in the Agreement.

**Advance Payment Terms:** The Contractor may request an advance payment of up to 25% of the supply fee, which will be released against an 110% of Advance Payment Guarantee issued by a reputed bank acceptable to the Authority. This advance payment will be adjusted against subsequent payments under the supply fee

**Currency and Exchange Rate:** Payments will be calculated using the exchange rate applicable to **THC (Terminal Handling Charges)** as notified by the PMO on the date of the agreement award.

**Deductions and Legal Compliance:** Payment of the supply fee shall be subject to all legal deductions, including a 5% retention as per Article 38 of the Social Security Act. This retention will be released to the Contractor upon settlement with the Social Security Office.

Other statutory deductions under the Agreement shall also be borne by the Contractor.

**Mechanized Level Consideration:** The mechanized level for the supply will be considered at **95%**.

The final mechanized level will be determined by the SSO (Social Security Organization) and shall be binding on the Contractor.

### 10.2 Support and Maintenance fee

**Scope of Support and Maintenance Payment:** The Contractor will be entitled to a monthly Maintenance fee instalments for providing comprehensive maintenance services during **Annual Support and Maintenance Contract (AMC)** extendable yearly with same term and conditions up to 5 years at decision of the authority.

**Payment Schedule:** The **AMC** Contract can be awarded after the successful completion, delivery, and commissioning of the TOS and the monthly maintenance fee shall be payable after commencement of the commandment of **AMC** Contract. Payments will be disbursed monthly, calculated based on the exchange rate applicable to THC as notified by the PMO on the last day of each month.

**Legal Deductions and Conditions:** All payments will be subject to applicable legal deductions, including those related to the Social Security Act (Article 38) and other statutory requirements.

The Authority will deduct 5% of each maintenance payment, to be released upon the Contractor's settlement with the Social Security Office.

**Performance Obligations:** The maintenance fee will be contingent upon the Contractor meeting all performance obligations under the AMC, as defined in the Agreement.

**Mechanized Level Consideration:** The mechanized level for the supply will be considered at **0%**.

The final mechanized level will be determined by the SSO (Social Security Organization) and shall be binding on the Contractor.

The Contractor shall apply to SSO Certification for the annual contract at the end of each contractual year, the last bill of each year can be released after successful issuance of SSO certificate for each year.



## Appendix I : Letter comprising the Bid cum Financial Bid

To,

[India Port Global Chabahar Free Zone]

[Insert Address]

[]

**Subject: Supply, Implementation, and Maintenance of a Terminal Operating System (TOS), the maintenance contract is considered for 5 years called AMC thereafter, by the bidders at Shahid Beheshti Port of Chabahar development phase I.”**

**Dear Sir/Madam,**

With reference to your RFP document dated [Insert Date], I/We, [insert name(s) of Bidder or Consortium members], having thoroughly examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the above-referenced Project.

Our Bid is unconditional and unqualified, and we confirm compliance with all requirements set forth in the RFP.

1. **Information Accuracy:** I/We confirm that the Authority will rely on the information provided in this Bid and accompanying documents. We certify that all such information is accurate, complete, and free of any material omission. All documents submitted are true copies of their respective originals.
2. **Purpose of Submission:** This submission is made with the express purpose of securing selection as the Contractor for the Project, as per the RFP terms.
3. **Authority's Rights:** I/We acknowledge the right of the Authority to reject this Bid at any stage without assigning reasons, and we irrevocably waive any right to challenge such decisions to the fullest extent permitted by law.
4. **Past Performance:** I/We certify that, in the past three years, neither I/we nor any Consortium member has been penalized, expelled, or terminated from any contract by a public authority for non-performance.
5. **Non-engagement in Malpractices:** I/We declare that:
  - a. There are no reservations regarding the RFP and its Addenda.
  - b. No conflict of interest exists.
  - c. Neither I/we nor our agents have engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practices.
  - d. We have implemented measures to prevent such practices in accordance with the RFP provisions.
6. **Authority's Discretion:** I/We understand that the Authority may cancel the Bidding Process without incurring liability and without being obligated to accept any Bid.

7. **Financial and Technical Capability:** I/We confirm compliance with the financial and technical criteria set forth in the RFP and shall remain compliant during the Agreement's tenure.
8. **Regulatory Compliance:** I/We certify compliance with all applicable laws, regulations, and guidelines, including the Social Security Act and other statutory requirements.

I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community

I/ We further certify that matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law

I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.£

I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

I/ We acknowledge and undertake that we are qualified in Technical Capacity and Financial Capacity, during the subsistence of the ""Supply Contract" and "Annual Support, Maintenance and Upgrade Contract".

I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an ""Supply and implementation Contract" and "Support and Maintenance Contract" in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

9. **Binding Undertakings:** I/We agree to execute the Agreement in the format provided, without seeking material modifications.
10. **Site Assessment:** I/We have reviewed all relevant documents, surveyed the project site, and assessed conditions affecting costs and timelines.

I/We have studied all the Bidding Documents carefully and also surveyed the port and the traffic. We understand that except to the extent as expressly set forth in the ""Supply Contract" and "Maintenance Contract", we shall have no claim, right or title arising out

of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of the Project

11. **Bid Security:** The Bid Security in accordance with the RFP is attached.

12. **Supporting Documents:** The required documents, as specified in the RFP,

13. **Quotation:** I/We hereby offer a **Supply and implementation Fee** of [.....] **Euro**, equivalent in IRR as per the exchange rate specified in the RFP document, for the supply, installation, delivery, and commissioning of the surveillance systems.

Additionally, I/We propose a **Total five-year support and Maintenance Fee** of [.....] **Euro**, payable in monthly instalments by the Authority to the appointed bidder, equivalent in IRR as per the exchange rate stated in the RFP.

The **Support and Maintenance Agreement (for Support, maintenance of the TOS)** is extendable for up to **five (5) years** under the same fee structure, at the sole discretion of the Authority and subject to satisfactory performance of the Contractor.

14. **Validity of Bid:** The quoted **Supply Fee** shall remain valid for **60 (sixty) days** from the Bid Due Date. In the event the Operation and Maintenance Agreement is awarded to the Selected Bidder, the **Maintenance Fee** shall remain valid for each year of the agreement, extendable for up to **five (5) years**, as per the terms of the RFP and Contractor Agreement.

15. **Legal Deductions:** I/We agree to the deduction of all applicable statutory amounts, including **Social Security contributions**, as outlined in the Agreement. These deductions shall be calculated and withheld in accordance with prevailing laws and regulations.

17. **Legal Deductions:** I/We agree to the deduction of statutory amounts, including Social Security deductions, as outlined in the Agreement.

**Yours faithfully,**

**Date:**

[Signature, Name, and Designation of Authorized Signatory]

**Place:**

[Name and Seal of Bidder or Lead Member of Consortium]

## Appendix II: Bank Guarantee for Bid Security

B.G. No.Dated:

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... and having its registered office at .....(hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Operation & Maintenance of Part of Shahid Beheshti –Phase I (Short Term), Chabahar Port, Islamic Republic of Iran** Project (hereinafter referred to as “**the Project**”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft “Supply Contract” and “Annual Maintenance Contract”, (hereinafter collectively referred to as “**Bidding Documents**”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Euros of equivalent Iranian Rials..... (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Iranian Rial or Equivalent Euros. .... (Iranian Rial or Equivalent Euros ..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 60(Sixty)days from the Bid Due Date inclusive of a claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences

between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to. .... Amount (In Euros or Iraniyan Rials). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 60 days after the Bid Due Date)].

Signed and Delivered by .....Bank

By the hand of Mr./Ms ..... , its ..... and authorised official.  
(Signature of the Authorised Signatory)  
(Official Seal)

### Appendix III: Power of attorney to sign the bid

#### ضمیمه III-وکالت نامه برای امضای پیشنهاد

با این اسناد، ما، ..... (نام شرکت و آدرس دفتر ثبت شده) به این وسیله به طور غیر قابل برگشت،  
آقای/خانم ..... (نام) فرزند/دختر/همسر ..... با شماره  
شناسایی ملی ..... و در حال حاضر ساکن در .....، که هم اکنون با ما  
کار می کند و سمت .....

را دارد، به عنوان وکیل واقعی و قانونی خود (که از این پس به عنوان "وکالت نامه" شناخته می شود) تعیین، منصوب و مجاز  
می داریم تا در نام و به نمایندگی از ما، تمام اقدامات، اعمال و امور لازم یا مورد نیاز در ارتباط با یا مرتبط با ارائه پیشنهاد ما در  
پاسخ به درخواست برای پیشنهاد ("RFP") با شماره مرجع ..... تاریخ .....  
برای بهره برداری و نگهداری بخشی از شهید بهشتی - فاز اول (کوتاه مدت)،  
بندر چابهار، جمهوری اسلامی ایران، که توسط IPGCFZ ("مرجع") تحت شرکت هندپور تس گلوبال لیمیتد (که از این پس به  
عنوان "اصلی" شناخته می شود) توسعه داده می شود، انجام دهد، از جمله اما نه محدود به امضای و ارائه تمام درخواست ها،  
پیشنهادهای و سایر اسناد و نوشته ها، شرکت در کنفرانس های پیشنهاد دهندگان و سایر جلسات و ارائه اطلاعات/پاسخ ها به مرجع،  
نماینده گی از ما در تمامی امور پیش رو، امضای قراردادها از جمله "قرارداد" و تعهدات ناشی از پذیرش پیشنهاد ما و به طور کلی  
رسیدگی به مرجع در تمامی امور مرتبط با یا ناشی از پیشنهاد ما برای پروژه مذکور و/یا در صورت اعطای آن به ما، تشکیل  
پیمانکار، ارائه تضمین عملکرد به مرجع و/یا تا ورود به "قرارداد" با مرجع.

و ما به این وسیله توافق می کنیم که همه اعمال، امور و اقداماتی را که وکیل ما مطابق با اختیارات اعطا شده توسط این وکالت نامه  
انجام داده یا باعث انجام آن شده است، تأیید و تصدیق کنیم و همه اعمال، امور و اقداماتی که وکیل ما در اجرای اختیارات این  
وکالت نامه انجام داده است، به طور دائم به عنوان انجام شده توسط ما محسوب خواهد شد.

اصطلاحات با حروف بزرگ که در اینجا استفاده شده اند اما در اینجا تعریف نشده اند، به معانی که تحت RFP تعیین شده اند، اشاره  
دارند، مگر اینکه با موضوع، مطلب یا زمینه آن ناسازگار باشد.

به گواهی این موضوع، ما، ..... PRINCIPAL نامبرده، این وکالت نامه را در روز  
..... ماه ..... سال ۲۰۰۰ امضا کرده ایم.

برای .....

(امضا، نام، سمت و آدرس)

شاهدان:

1.

2.

مورد پذیرش گواهی شده

(امضا، نام، سمت و آدرس وکیل)

#### نکات:

- روش اجرای وکالتنامه باید مطابق با رویه‌ای باشد که ممکن است طبق قوانین قابل اجرا و اسناد منشأ تهیه شده توسط امضاکننده(ها) تعیین شده باشد و در صورت نیاز، باید با مهر مشترک مطابق با رویه مورد نیاز الصاق شود.
- هرگاه لازم باشد، پیشنهاددهنده باید برای تأیید، برش اسناد منشأ و اسنادی مانند مصوبه هیئت مدیره یا سهامداران/وکالتنامه به نفع شخصی که این وکالتنامه را برای تفویض اختیار به نمایندگی از پیشنهاددهنده امضا می‌کند، ارائه دهد.
- برای وکالتنامه‌های صادره و اجرایی در خارج از کشور، این سند همچنین باید توسط سفارت هند قانونی شود و در حوزه‌ای که وکالتنامه صادر می‌شود، گواهی شود. با این حال، وکالتنامه‌هایی که توسط پیشنهاددهندگان از کشورهایی که کنوانسیون حقوقی هاگ ۱۹۶۱ را امضا کرده‌اند ارائه می‌شود، در صورتی که گواهی Apostille مطابق داشته باشد، نیازی به قانونی شدن توسط سفارت هند ندارند.



#### **Appendix IV: Power of Attorney for Lead Member of the Consortium**

Whereas the India Ports Global Chabahar Free Zone (IPGCFZ) (“the Authority”) has invited applications from interested parties for appointment of Contactor for Supply, delivery, installation, commissioning of surveillance system including Operation and Maintenance Area at first development phase at Chabahar Port (the “Project”)

Whereas, ....., ....., ..... and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

#### **NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

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

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

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

For .....

(Signature)

.....

(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## Appendix V: Joint Bidding Agreement

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

### AMONGST

1. .... Limited, a company incorporated under the Companies Act, 1956/2013<sup>§</sup> and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

2. AND {.....} , a company incorporated under the laws of Islamic Republic of Iran, having Company Registration Number {.....} at Companies Registration Office of Tehran and having its registered office at {.....} (hereinafter referred to as “**Second Part**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns)

### WHEREAS,

- A. India Ports Global Chabahar Free Zone (IPGCFZ), has invited applications (the “**Applications**”) by its Request for Proposal No. .... dated ..... (the “**RFP**”) for appointment of Contractor for Operation & Maintenance of the Terminal Area at first development phase at Chabahar Port (the “**Project**”)
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

#### 1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

#### 2. Consortium

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

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

---

### 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall for enter into an “ Agreement” with India Ports Global Chabahar Free Zone and for performing all its obligations as the Contractor as per the terms of the ”“Supply Contract” and “Anual Maintenance Contract”.

### 4. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding *(define roles and responsibility of the First Part)*
- b) Party of the Second Part shall be *(define roles and responsibility of the Second Part)*

### 5. Joint and Several Liability

- a) The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the commercial operations for the Project is achieved under and in accordance with the Agreement.
6. **Member in-charge:** Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
  - a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
  - b) Consolidated invoices for the services in relation to the Project performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc.
  - c) Any notice, communication, information or documents to be provided to the Member in-charge ( shall be delivered to the authorized representative of the Member in-charge (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. **Representation of the Parties:** Each Patty represents to the other Patties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this

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

- I. require any consent or approval not already obtained.
  - II. violate any Applicable Law presently in effect and having applicability to it;
  - III. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - IV. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - V. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement
8. **Termination:** This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. **Miscellaneous** This Joint Bidding Agreement shall be governed by laws of Islamic Republic of Iran. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

**Appendix VI: Format of the Contract for Supply and implementation of TOS System  
(Attached separately)**

To be completed before stage 3

## **Appendix VII: Format of the Contract for Support, Maintenance of Terminal Operating system (Attached separately)**

To be completed before stage 3



**Appendix VIII : Profile the bidder (Company Details)**

<b>Sr no.</b>	<b>Details to be Provided by Bidder</b>	<b>Bidder Response</b>
1	- Name of the Company	
2	- Registered Address	
3	- Contact Information (Phone, Email, Website)	
4	- Year of Establishment	
5	- Nature of Business (Supply, Installation, Maintenance of Terminal Operation Systems)	

### **Appendix IX Technical Experience in Business of the Applicant**

<b>Sr no.</b>	<b>Details to be Provided by Bidder</b>	<b>Response of the bidder</b>
1	- Confirmation of being in the business of supply, installation, and maintenance of Terminal Operation System over the last 7 years.	
2	- Supporting documents (Incorporation certificate, company profile, etc.)	

## Appendix X Relevant Work Experience the Applicant

Provide details of completed projects during the last 7 years as on 31.12.2025:

- Three similar completed works each costing  $\geq$  USD 50,000.
- Two similar completed works each costing  $\geq$  USD 70,000.
- One similar completed work costing  $\geq$  USD 120,000.

Sr No.	Details to be Provided by Bidder	Response of the bidder
1	i. Project Name and Description	
2	ii. Scope of Work	
3	iii. Client Name (Ports, Airports, State/Central Govt., or Reputed Private Organizations)	
4	iv. Start and Completion Dates	
5	v. Value of the Contract (USD)	
6	vi. Proof of Work Completion (Work Order, Completion Certificate)	
7	vii. Reference Contact from Client	
	<b>Additional Confirmation:</b> Whether the completed work meets one of the following:	

### **Appendix XI Detailed description of similar works**

Detailed description of similar works defined as “**Supply, installation, testing, and commissioning of Terminal Operation systems.**”

<b>Sr No.</b>	<b>Details to be Provided by Bidder</b>	<b>Response of the bidder</b>
	- Technical specifications of the system installed.	
	- Description of the testing and commissioning process.	
	- Evidence of adherence to scope (attach project reports, client satisfaction letters, etc.)	
	- Declaration on company letterhead confirming the accuracy of the provided information.	

*@ Provide details of only those projects that have been undertaken by the Applicant under its own name*

## Appendix XII Certificate Regarding good performance of similar works

[On the letterhead of the Client of the Bidder]

### [On the letterhead of the Client of the Bidder]

**Subject:** Request for Proposals (RFP) for Selection of Contractor for Supply, Commissioning, and Operation & Maintenance of Terminal Operation Systems

This is to certify that [●] (insert the name of the entity) has successfully completed [●] (insert name of the project) involving the supply, commissioning, and operation & maintenance of Terminal Operation systems as per the following details:

Particulars	Details
Name of the Project	[●] (insert name of the project)
Client Name	[●]
Project Scope	[e.g.: Supply, commissioning, operation, and maintenance of Terminal Operation systems.]
Contract Duration	From [●] (start date) to [●] (completion date)
Total Contract Value equivalent	[●] USD
Performance Indicators	
- Reliability and uptime of TOS	[●]%
- Compliance with technical specifications	[●] (e.g., "Met all specifications as per the contract")
- Timeliness of project execution	[●] (e.g., "Completed on schedule")
- Client satisfaction level	[●]%
Annual Operation & Maintenance Performance	
- Uptime percentage	[●]%
- Resolution time for reported issues	[●] (e.g., "Within 24 hours")

This certification is issued based on records and the successful execution of the aforementioned work as per the agreed terms and conditions of the contract.

**(Signature of Authorized Signatory of the Client)**

Name of Authorized Signatory: [●]

Designation of Authorized Signatory: [●]

Date: [●]

Place: [●]

### Appendix XIII : Certificate Regarding Financial Capacity of the Applicant

[On the letterhead of the Statutory Auditor of the Bidder]

**Subject: warranty for 5 years.”**

Based on the books of accounts and other published information authenticated by it, this is to certify that the [●] (insert the name of the entity) had positive Net Worth and Turnover as per the details provided below:

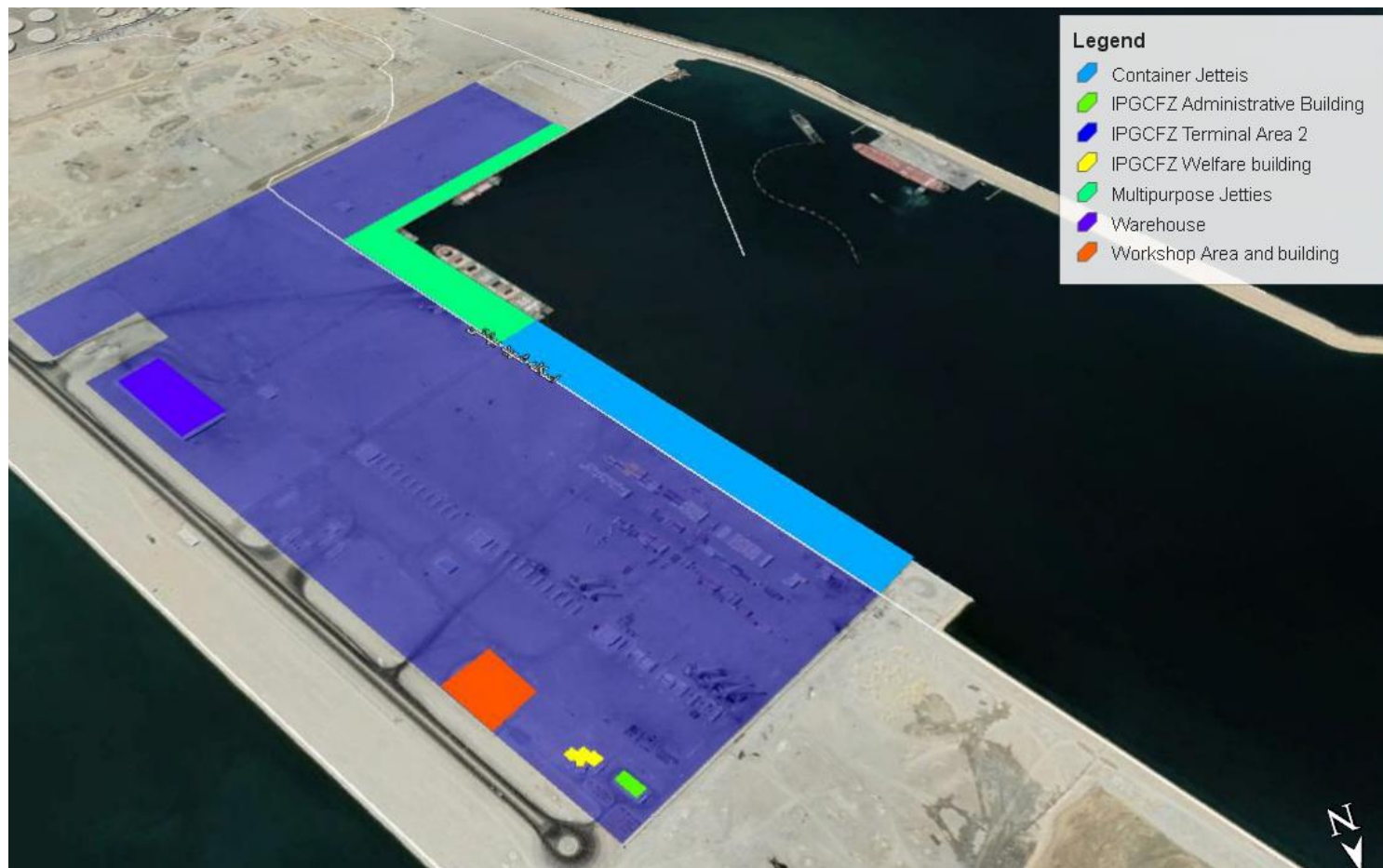
Particulars	Turnover (Euros or Equivalent Iranian Rials)	Net Worth (Euros or Equivalent Iranian Rials)
Year – 1, [●] ( <i>insert financial year</i> )		
Year – 2, [●] ( <i>insert financial year</i> )		
Year – 3, [●] ( <i>insert financial year</i> )		

\_\_\_\_\_  
(Signature of Authorised Signatory)  
Name of Authorised Signatory:  
Designation of Authorised Signatory:  
Date:  
Place:  
Name of the statutory audit firm:  
Seal of the statutory audit firm:

## **Appendix XIV: Terminal Area**

**The detailed drawing of each building shall be given after stage one of the RFP to the qualified bidders.**

Note: The Contractor shall provide the required. terminal tractor for handling of Container within the terminal area and/or other equipment that may be required for handling of Bulk/Break bulk cargo/General cargo/Container according to the provision of the ”“Supply Contract” and “Annual Maintenance Contract”.



The total area of the terminal is 69.5 hectares, which includes the following:

**Covering jetties::**

Jetty No. 2 to 5 of phase one of Shahid Beheshti port development project

**Warehouse and areas:**

- 11000 square meters covered warehouse



- administrative building of about 60 square meters
- welfare building of about 650 square meter
- workshop of about 700 square meter.
- 4 entrance gate room of container terminal (about 6 square meter each)
- 4 entrance gate room of container terminal (about 6 square meter each)
- 4 exit gate room of container terminal (about 6 square meter each)
- 2 entrance gate room of general cargo terminal (about 6 square meter each)
- 2 exit gate room of general cargo terminal (about 6 square meter each)
- gate house of 200 square meter (about 6 square meter each)
- Customs house of about 300 Square meter.

## Appendix XV: List of Main Equipment in Terminal Area

**Table 1 List of equipment belonging to the Ports and Maritime Organization**

Row	Type of equipment	Technical Specifications	Year of Construction	Manufacturing Company	Capacity (ton)
1	Mobile Harbour Crane	LH M 320	2004	Liebherr	80
2	Mobile Harbour Crane	LHM 400	2004	Liebherr	100
3	Mobile Harbour Crane	LHM 550	2017	Liebherr	140
4	Yard Crane	LTM 1050	2017	Liebherr	50
5	Yard Crane	LTM 1050	2017	Liebherr	50
6	Yard Crane	LTM 1050	2017	Liebherr	50
7	Empty container Handler	B30100296	2017	Kalmar	9
8	Empty container Handler	B30100299	2017	Kalmar	9
9	Empty container Handler	B30100300	2017	Kalmar	9
10	Empty container Handler	B30100301	2017	Kalmar	9
11	Empty container Handler	B30100313	2017	Kalmar	9
12	Reach Stacker	B30100314	2017	Kalmar	45
13	Reach Stacker	B11400414	2017	Kalmar	45
14	Reach Stacker	B11400410	2017	Kalmar	45
15	Fork lift	Kalmar	2017	Kalmar	20
16	Pneumatic Ship Unloader (600tons/hour)	-	2018	Neuero	600tons/hour
17	Pneumatic Ship Unloader (600tons/hour)	-	2018	Neuero	600tons/hour
18	Pneumatic Ship Unloader (600tons/hour)	-	2018	Neuero	600tons/hour

### 2 List of equipment provided by IPGL:

**Table 9-2 list of equipment already provided by IPGL**

No	Manufacturing Company	Type of equipment	Numbers
1	ITALGRU	Mobile Harbour Crane 140 ton	2
2	ITALGRU	Mobile Harbour Crane 100 ton	4
3		Grab 40 CBM	2
4		Grab 24 CBM	2
5		Spreader	2

### 3 List of equipment which is expected to arrive soon.

No	Equipment	Number
1	Gantry Crane (Rail Mounted Quay Crane)	4
2	Transtainer (Rubber Tyred Gantry Crane)	16
3	Mobile Yard Crane 100 tons	3
4	Mobile Yard Crane 60 tons	3
5	Pneumatic Ship Unloader (600tons/hour)	3
6	(Trailers & Tractors)	42
7	Reach Stacker	2
8	Empty handler	2
9	Fork Lift 15 ton	2
10	(Fork Lift 7 ton	3
11	(Fork Lift 3 ton	5

**Note:**

The above-mentioned equipment shall be designated as permanent assets and shall be continuously monitored by the surveillance system. This monitoring excludes non-permanent assets, such as vehicles and trucks, which will move through the premises on a regular or irregular basis.

## Appendix XVI Technical parameters of the System

The brief scope of work is highlighted below (Please refer to the Operation Agreement for the complete scope of work)

1. Berth Planning, Yard Planning, stowage, loading and unloading planning and for a container terminal
2. Document management system with various document handling functions, such as recording, planning and processing of cargo, containers and vehicles at a container/cargo terminal.
3. Operation system capable of Terminal Monitoring & control and management of Gate/Yard/Ship/DG/Reefer/CFS/EDI/Web IP Service/Mobile Cell connection and data collection.
4. Billing option with functionality: calculation terminals costs according to approved tariffs; manage contracts & records; creation service reports & invoices; ERP interfacing and full EDI support and validation of the billing system;
5. Customer Relationship management system with web portal having capability of authentication of the clients and other stakeholders of the terminal, web access to the classified information by the client, tracking of the cargo and container, online payments and invoicing, Release Order, Loading Order, Container repair Order, customized report to the clients (consignees, shipping lines, NVOCC, FF, etc.), container monitoring reports (entry, exit, inventory, and referee monitoring).
6. Data Exchange capability in different format include in XML formats & EDIFACT: CODECO (track/rail confirmation of arrival/ departure); CUSCAR (import cargo manifests/ bills of lading); BAPLIE (unloading list container shipboard placement map export & import); COPRAR (loading list) etc.
7. Yard stowage planning, IMDG management; CFS, empty depot management; refer zone management.
8. Management system including capability of definition, control and measurement of KPI with 60 predetermined KPI, Statistical report and data exchange, financial insights on historical operational details, customizable management dashboard, customizable reporting system.
9. Web Base Technology with secure access via internet.
10. The Operating system shall be synchronized with PMO software systems.
11. Operator is obliged to use IMAS and GCOMS or alternative systems, if needed and instructed by Authority/SBPA/PMO.
12. Identification of vulnerabilities against cyber-attacks, assessment of operational risks, selection of control mechanisms and risk management as well as audit of the control mechanism are at responsibility and cost of Operator.
13. Ensuring physical and environmental security for valuable and confidential information as well as computers and making sure that business documents are properly kept in two separate physical spaces are Operator's responsibility.
14. Since the main internal network is available for data exchange under port and marine integrated system, should Operator decide to use internet, the internet platform must be separated from network in order to ensure safety and minimize plausible risks.
15. Operator is required to keep firewalls and security patches updated on terminal servers.
16. Selected Bidder is responsible for control, monitoring and validating the data of loading, discharging and storage of cargo & containers, Tally operation, Subsidiary Services related to cargo operation.

17. The Selected Bidder shall ensure that the ICT Operator registers the tally data on tally papers or on mobile cell devices following the loading and discharge of goods/containers from/to ship or truck in the port areas as per applicable rules and regulations
18. Selected Bidder undertakes to conduct the process of all documentary operations (the special and free zone upon accession), in accordance with the provisions of the instructions and executive and notified procedures and comply with the security requirements regarding the electronic data exchange and its software and printing of relevant documents.
19. Undertakes to comply with all related standards, conventions, codes and executive guidelines approved by the Ports and Maritime Organization, Government of the Islamic Republic of Iran which are related to Health, Safety and Environment (HSE), firefighting, security, information technology, repair of superstructures and infrastructures.
20. The TOS shall be capable of malignance monitoring of List of equipment provided in Appendix VIII
21. The Selected Bidder shall ensure the degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced ICT staff engaged in port/terminal services of the type and size similar to the ICT Project in accordance with the reasonable best practices, methods and standards that are generally accepted internationally for such ICT Project.

