Request for Proposals (RFP)
for
Appointment of Contractor for
Operation and Maintenance
of
Part of Shahid Beheshti Port at Chabahar,
Phase I,

Islamic Republic of Iran

India Ports Global Chabahar Free Zone (Authority)

20 Sept 2023

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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

Background

1.1.1 India Ports Global Limited ("IPGL") hereafter referred as the principal previously known as India Ports Global Private Limited 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' (the "**Contract**"), which was executed on May 23, 2016 at Tehran (Iran) in the presence of the Hon'ble Prime Minister of India and the Hon'ble President of the Islamic Republic of Iran. PMO Iran and Ministry of Shipping, India were the confirming parties to the said Contract.

1.1.3 The IPGL and the Sistan-Baluchestan Port Authority (the "**SBPA**") have extend the existing short lease contract till 25th June 2022 by signing an addendum no 2 to continue operations within the Port area that shall be assigned to the Authority by the SBPA including: jetty docks, container terminal (about 1240 meters in length, 16 mtrs draft), container/cargo yards (approximately 69.5 Ha), administration and welfare building, workshops, installations public utility, facilities, spaces between them, etc., as may be detailed in the Lease Contract. Pursuant to mutual discussions, the SBPA and the Authority executed a lease contract titled 'the Lease Contract for part of Shahid Beheshti Port – Phase 1, Chabahar' (the "**Lease Contract**") granting in favour of the Authority, a lease of the Terminal Area and a right to operate the Terminal to conduct management, operation and of the Terminal and provide relevant services, in accordance with the terms and conditions of the Short Lease Contract, which was signed on 17th February, 2018 at New Delhi.

1.1.4 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 shall enter into an Operation and Maintenance Agreement ("Agreement") with the Selected Bidder in relation to the Scope of Work as specified in the Agreement, in the form and format as provided in Appendix – VI of this document.

1.1.5 Accordingly, the Authority at discretion of the Principal has decided to carry out the bidding process for appointment of Contractor for Operation and Maintenance at the Terminal Area at first development phase at Chabahar Port (the "Project") as per the terms and conditions of the Lease Contract defined in para 1.1.3.

The "Agreement" is for undertaking the Operation and Maintenance of the Project for a period of six months i.e. duration of Agreement will be co-terminus with existing short lease contract. Principal and Authority are working towards extension of the short lease contract with "SBPA".

1.1.6 Commencement Date of the Agreement will be as declared by the Authority. Based on the extension given by "SBPA" the period of contract will be extended by six months on the same terms & conditions and may be further extended for six month on mutually agreed terms at the discretion of the authority.

1.1.7 The Selected Bidder shall commence operation on the Commencement Date. The appointed Contractor Selected Bidder shall mobilize its resources and commence the operations and maintenance of the Terminal Area of the Port, as mentioned in Letter of Acceptance (LOA). The Selected Bidder shall ensure that the duties, obligations and responsibilities under the Scope of

Work shall be performed in compliance with the terms and conditions of this document and the "Agreement".

1.1.8 In the event that the Selected Bidder fails to commence operations and maintenance as mentioned in LOA, 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.

1.1.9 The scope of work ("Scope of Work") from the Commencement Date will broadly include provision of Terminal Services Operation of the Terminal Area and Maintenance / repair of the equipment in accordance with the provisions of this document. The brief scope of work is highlighted below (Please refer to the "Agreement" for the complete scope of work)

1. Operations of the terminal area, container/multi-purpose berth (about 1240 meters in length& draft of 16.0 meter), container/cargo yards (Approximately 69.5 Ha), administration and welfare building, workshops, warehouse, installations public utility, facilities, spaces between them, and port equipment.
2. The appointed Contractor is responsible for loading, discharging and storage of cargo & containers, Tally operation, Subsidiary Services related to cargo operation (container stuffing and Destuffing). The appointed Contractor shall be responsible for, safety and proper delivery of goods and containers with due compliance of pertinent laws (e.g. the laws of free zones, special economic zones, and customs administrations).
3. The appointed Contractor shall ensure tally of the goods/containers and registering on tally papers or on hand-held devices following the loading and discharge of goods/containers from/to ship or truck in the port areas as per applicable rules and regulations
4. The appointed Contractor is obliged to observe best practice regarding loading, unloading and storing of goods at port facilities. On the above mentioned 2&3 activities, contractor should discuss and report on daily basis via email in English to IPGCFZ. In charge of the contractor in SBP terminal should be fluent in English (speaking and writing)
5. The appointed Contractor shall comply with the specified productivity norms for the discharge and loading of goods, container, and loading and unloading, stuffing/destuffing from trucks as per procedure given IPGCFZ for the contract period. The appointed Contractor shall comply with the obligations of the international conventions for safety and protection of goods and the containers containing dangerous goods (IMDG CODE), Convention on Safe Containers (CSC), (ISPS CODE) and other related codes and conventions for handling operations.
6. The appointed Contractor shall provide the security of the facilities, equipment and the cargos existing in the Area of the Terminal at its own cost.
7. The appointed Contractor undertakes to conduct the process of all documentary operations (invoicing vessel arrival/departure papers in supervision of IPGCFZ/ 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.
8. The appointed Contractor undertakes to carry out all or part of the port (terminal) services required for the cargo of the vessels which are due to be moved to the premises and/or warehouses under the lease of third parties with the consultation of the IPGCFZ.

9. The appointed Contractor undertakes to develop the internal computer network, software, especially for internal use, specified in the contract, by submission of the network design in consultation with the Authority (IPGCFZ).
10. The appointed Contractor shall operate the equipment provided by the Authority as per Good Performance Practice in the supervision of Authority (IPGCFZ). In the event of any damage to the equipment by the appointed Contractor or his personnel, then the appointed Contractor shall pay the penalties levied by the Authority. Details pertaining to Penalties are set out in the "Agreement". The appointed Contractor undertakes to provide required manpower, any tools, equipment, instruments and auxiliary machinery that may be required for the operation and maintenance other than the equipment provided by the Authority.
11. The appointed Contractor should do the PMS and related documentation as per applicable instructions
12. The appointed Contractor undertakes to make its best endeavors in respect of marketing to attract goods and shipping lines by introducing the capabilities and potentialities of Shahid Beheshti terminal Chabahar port at national and international level
13. The appointed Contractor 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.
14. The appointed Contractor manpower shall be approved by the authority IPGCFZ.
15. List of equipment to be operated the appointed Contractor as listed in **Appendix XI and Appendix XII** as desecration of "Authority".
16. The appointed Contractor shall operate the equipment listed in **Appendix XI** by the competent person as per approval of Authority IPGCFZ.
17. The appointed Contractor 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 operator engaged in port/terminal services of the type and size similar to the Project in accordance with the reasonable best practices, methods and standards that are generally accepted internationally for such Project with the supervision of the authority
18. The appointed Contractor is responsible for Operation & Maintenance / Repair of the equipment as listed in Appendix XII
19. **For Maintenance of equipment (under Appendix XII) durable Spares which needs replacement after normal wear and tear will be supplied by IPGL/IPGCFZ and other consumables like oil, grease, cleaning agent, painting, filters, o-rings, wireropes, hydraulic hoses and connectors, small bearings, seals and gaskets, brake pads and shoes, cables and connectors, electrical fuses, relays, switches and contactors, belts, wear pad and plates, control cables, rubber pads and absorbers, lights etc. to be arranged by contractor at its own costs (the quality of the consumable material as per standard, approved by the AUTHORITY IPGCFZ).**

20. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant with this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**")

21. The contractor shall provide all risk insurance policy for the equipment listed in as Appendix XII with Authority (IPGCFZ) as the beneficiary valid from 16th July 2024 till end of the agreement.
The insured value shall be total amount indicated in appendix XII equivalent in IRR according to the exchange applicable for THC on 15th July 2024 or on the date of extension of Insurance Policy

2 BRIEF DESCRIPTION OF BIDDING PROCESS

2.1.1 The Authority has adopted a single stage bidding process for selection of the Contractor.

2.1.2 Bidders can participate either as a Single bidder or as a consortium. As part of contract, the bidder or the Lead Member of the Consortium should meet the meet the following requirements:

i. Bidder must be licensed for the activities in conformity with the Incorporation of Marine Transportation Companies and Enterprises Bylaw and must be an Iranian Entity
ii. Bidder must have experience in port and terminal activities
iii. Indication of the subject of assignment in the company's Article of Association

2.1.3 In-case the Applicant is participating as a Consortium, all the members of the Consortium shall be parties to the "Agreement", which Indian Ports Global Chabahar Free Zone shall enter with the Selected Consortium.

2.1.4 Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at **Appendix-I**.

2.1.5 The Technical and Financial offers (the "**Bids**") submitted by the bidders shall be valid for a period of not less than 60 (Sixty) days from the Bid Due Date.

2.1.6 The Bidding Documents include "Agreement" for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

The Bidder is required to deposit, along with its bid "Bid Security" of **Euros 8,200** or Equivalent Iranian Rials based on exchange rate applicable for THC notified by PMO on date of issuance of RFP **to account no. IR100550017085006236786001 in the name of India Ports Global CFZ** , (.The "**Bid Security"** for the unsuccessful Bidders, shall be refundable not later than 30 (thirty) days from the date of signing of the "Agreement" with selected bidder and for the Selected Bidder, the Bid Security shall be retained till the Selected Bidder has provided the Performance Security to the Authority. For"**Bid Security**" , the bidder can submit a banker's cheque in the name of India Ports Global Chabahar Free Zone, for an amount of Euro 8,200With validity of the Bankers Cheque being at least 180 days The Selected Bidder shall be required to be provide the performance security (the "**Performance Security**"), as per the timelines as provided under this RFP and as per the following requirements: For a sum equivalent to **Euros 2,00,000** or Equivalent in Iranian Rials based on exchange rate applicable for THC notified by PMO on date of letter of acceptance as per the terms and conditions of the "Agreement" which shall be valid throughout the currency of contract and subsisting multi-time without limitation at discretion of the "Authority".

2.1.7 The Bidders will have an option to provide Bid Security in the form of a bank guarantee acceptable to the Authority. The validity period of the Bid Security shall not be less than 60 (Sixty) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.The bank guarantee should be issued by a nationalised bank, or a Private Bank of repute and approved by Central Bank of Iran, in favour of the Authority in the format at Appendix–II (the "**Bank Guarantee**")

2.1.8 The Appointed Contractor shall as per the terms and conditions of the "Agreement', be entitled to receive an Operation Variable Fee on percentage basis (as quoted by bidder) of Terminal Services Revenue according to the provision of the approved Tariffs booklets along with the Fixed Fee on monthly basis for operation and maintenance. The Variable Fee shall be quoted by the Bidders to the Authority as per the terms of the "Agreement". The Bidder who has quoted the lowest operation variable fee shall be awarded the Project.

2.1.9 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:

"Request For Proposals (RFP) for Selection of Contractor for Operation & Maintenance of Part of Shahid Beheshti –Phase I (Short Term), Chabahar Port, Islamic Republic of Iran"

3 ELIGIBILITY CRITERION

3.1.1 To be eligible for the bidder or the lead member of the Consortium shall meet the following conditions of eligibility: However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium.

A. **Technical Capacity**: For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant (in case of a Consortium, sum total of the individual experience of the member of the Consortium) shall, over the each of the past 3 (three) financial years preceding have: Operations of Port Terminals and maintenance of port equipment as specified in Clause 3.1.2

B. **Financial Capacity**: The Applicant (in case of a Consortium, the lead member of the consortium) shall have a positive Net-worth over the each of the past 3 (three) financial years preceding the date of issuance of this document and a minimum annual Turnover (the **"Financial Capacity"**) of Euros 4,000,000 or Equivalent Iranian Rials based on exchange rate applicable for THC notified by PMO over the each of the past 3 (three) financial years preceding the date of issuance of the document.

3.1.2 Technical Capacity for purposes of evaluation

- The following would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**"): Managing or operating and maintaining of container/multipurpose terminals at ports with following minimum throughput per annum, in each of the past 3 years preceding to the date of issuance of the RFP;

(a) Average berth/terminal handling of container throughput per annum of 100,000 TEUs (from one or more terminals) over past 3 years including Maintenance/Repair of Port Equipment

Or

(b) Average total handling of berth and / or terminal throughput per annum of 2,000,000 tonnes (from one or more terminals) over past three years including Maintenance/Repair of Port Equipment.

and

(c) The Applicant shall have the experiences of maintenance of port equipment in which the value of the equipment shall be minimum 24 million USD.

and

(d) the contractor shall introduce the Container Operation System (TOS) and its Capabilities for the purpose of the project. Such TOS shall have minimum 3 years good performance record in a container port with minimum of 100,000 TEU throughput.

- **Capability of attracting shipping liners**: The Applicant shall also provide a documented program and procedure for attracting container shipping Liners in regular & provide a documented program for attracting feeder container shipping liner in regular.
- The Applicant shall have an agreement/MOU with a shipping line to provide regular fortnightly or weekly shipping service to/from the Terminal of IPGCFZ at Shahid Beheshti from/to WCI. The shipping line service shall be regular in a way to notify to market for sea freight from/to WCI to/from IPGCFZ terminal at Shahid Beheshti port of Chabahar with following norms.
    - Container Ocean Freight from Shahid Beheshti Port of Chabahar to WCI and vice versa in a competitive and economic rate.
    - The Contractor shall ensure to run a regular direct shipping line between Chabahar Port and West Coast of India or entered into consortium with a shipping line for providing Direct shipping Services from West Coast of India to Chabahar on regular scheduled call basis with a competitive and economic freight rate

- The Applicant (in case of a Consortium, the lead member of the consortium) must be licensed for the activities in conformity with the Incorporation of Marine Transportation Companies and Enterprises Bylaw

3.1.3 The Applicants must provide the necessary information relating to Technical Capacity as per format at Appendix VII, VIII and IX.

3.1.4 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.

3.1.5 The Applicant must provide a detailed organization chart dedicated for the provision of the Project in according with the Short-Term Operation Agreement (Appending VI). The authority may adjust or revise the proposed organization Chart of the contractor before price bid opening.

Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S No	Event Description	Date
1.	Issuance of the RFP	20 Sept 2023
2.	Last date for receiving queries	2 Oct2023
3.	Pre-Bid Video Conference	2 Oct2023
4.	Authority response to queries latest by	2 Oct2023
5.	Bid Due Date & Time	10 Oct 2023 at 03:00 PM Iran Time

S No	Event Description	Date
6.	Opening of Technical Bids	10 Oct 2023 at 04:00 PM Iran Time
7.	Opening of Financial Bids	will be announced
8.	Letter of Acceptance	to be defined
9.	Validity of Bids	60 days from Bid Due Date
10.	Submission of the Performance Security	Within 15 days after issuance of LOA
11.	Signing of Agreement	As defined in LOA
12.	Commencement Date	As defined in LOA
13.	Award of Contract	After signing of Agreement

Pre-Bid Video Conference

The date, time and venue of the Pre-Bid Video Conference shall be:

Date: 2 Oct2023

Time: 03:00 PM Iran Time

The bidders who are interested to participate at the video conference shall sent an email addressed to ipgcfz@ipgcfz.ir; ipgcfz@gmail.com and ipgcfz1@gmail.com; md.indiaportsglobal@gmail.com with following details

Full Name and Title of the Participant to the video conference

Name of the Company

Contact Details and address.

Venue of Submission and Opening of the Bids: will be notified to the bidders

The procedure of registration to the video conference will be advised later.

4 INSTRUCTIONS TO BIDDERS

4.1.1 Notwithstanding anything to the contrary contained in this document, the detailed terms specified in the "Agreement" shall have overriding effect

4.1.2 The Bidder should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid as commitment of the Bidder.

4.1.3 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions

4.1.4 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

4.1.5 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

4.1.6 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.

PREPARATION AND SUBMISSION OF BIDS

Format and Signing of Bid

4.1.7 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

Sealing and Marking of Bids

4.1.8 The Bidder shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "**Financial BID**".

4.1.9 The documents accompanying the Bid shall be placed in a separate envelope and marked as "**Enclosures of the Technical Bid**". The documents shall include:

a. Bid Security in the format at Appendix–II or bankers cheque or receipt of the bank for deposit at IPGCFZ account

b. Power of Attorney for signing of Bid in the format at Appendix–III;

c. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;

d. Copy of the Joint. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-V

e. A copy of the "Agreement" as per Appendix - VI, with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.

f. Documents furnishing Technical & Financial Competencies. Which includes Appendix VII, VIIII, IX&X

4.1.10 The envelopes specified shall be placed in an outer envelope, which shall be sealed. Each of the two envelopes shall clearly bear the following identification:

"Request For Proposals (RFP)for Selection of Contractor for Operation & Maintenance of Part of Shahid Beheshti–Phase I (Short Term), Chabahar Port, Islamic Republic of Iran"

4.1.11 Each of the sealed envelopes shall be addressed to:

ATTN. OF:	Mr. Hossein Habibollahi
DESIGNATION	Managing Director, India Ports Global CFZ
ADDRESS:	**IPGCFZ Office, Operational Building, Development Phase One, Shahid Beheshti Port of Chabahar,**
E-MAIL ADDRESS	**ipgcfz@ipgcfz.ir ; ipgcfz@gmail.com; ipgcfz1@gmail.com** **CC to** md.indiaportsglobal@gmail.com Remark- How sealed envelope can be received on the email address ?

4.1.12 Each Sealed Bid shall be submitted before **10 Oct 2023 @ 15:30,** to the below mentioned address**,**

IPGCFZ Office, Operational Building,

Development Phase One, Shahid Beheshti Port of Chabahar,

4.1.13 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

4.1.14 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 "Agreement", 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 "Agreement"; or
  (iii) To furnish the Performance Security within the period prescribed under the RFP

5 EVALUATION OF BIDS

Opening and Evaluation of Bids

5.1.1 The Authority shall open the Bids at 15:00 hours on the Bid Due Date, at the place specified in this document and in the presence of the Bidders who choose to attend.

5.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

Tests of responsiveness

5.1.3 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

(a) It is received as per the format at Appendix–I;
(b) It is received by the Bid Due Date including any extension.
(c) It is signed, sealed, bound together in hard cover, and marked
(d) It is accompanied by the Bid Security.
(e) It is accompanied by the Power(s) of Attorney
(f) It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
(g) It does not contain any condition or qualification; and
(h) It is not non-responsive in terms hereof.

Selection of Bidder

5.1.4 The price bid of those qualified bidders which the authority obtained approval from PMO/SBPA/Principal/GOI will be liable to be opened on the price bid opening meeting.

5.1.5 The Bidder whose Bid is adjudged as responsive and who quotes the lowest operation variable fee to be paid by the Authority shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**").

5.1.6 In the event that two or more Bidders quote the same amount of operation variable fee (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

6 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 "Agreement".

7 OPERATION FEE AND TARIFF

The Contractor is entitled to receive following operation fees upon performance of his obligations under the Agreement subject to provision of terminal Operation & Maintenance as defined in the agreement.

7.1.1 Authority shall pay to the Operator from the Effective Date (Commencement Date), the Operation & Maintenance Fixed Fee of 25000 Euro in Iranian Rial per month based on

exchange rate applicable for THC notified by PMO on last date of month. The payment of fixed fee will be made on the invoice raised by the Contractor at the end of every month for the preceding month. Note: Variable fee to be settled to the Contractor subject to Collection of IPGCFZ Terminal Operation net revenues of the services rendered by the Contractor during the month by the Contractor and shall be released monthly basis.

7.1.2 Authority shall pay to the Contractor from the Effective Date, the Operation Variable Fee as quoted as per Appendix I as percentage of IPGCFZ Net terminal services revenues as rendered by the Contractor in the terminal area according to provisions of tariff booklet.

Note: If the terms of payment under the "Agreement" is against issuance of bill by the contractor whether fixed fee or operation variable fee then it will be subjected to the article No.38 of the Social Security Act. In such case the Authority shall deduct the amount of 5% of each bill that shall be released to the Contractor after his settlement with social security office. "Such amount shall be deduct from the fixed fee".

All the legal deduction of the "Agreement" shall be on account of the Contractor.

Appendix–I: Letter comprising the Bid cum Financial Bid

Dated:

To,

…….

…….

…….

Sub:
Request For Proposals (RFP)for Selection of Contractor for Operation & Maintenance of Part of Shahid Beheshti–Phase I (Short Term), Chabahar Port, Islamic Republic of Iran

Dear Sir,

With reference to your RFP document dated …….., I/we (name all members of Consortium), having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Selected Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Selected Bidder for the management of operation & maintenance of the aforesaid Project, as per the terms and conditions of this RFP.

3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:

    (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

    (b) I/ We do not have any conflict of interest

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to this document for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

8. I/ We believe that we satisfy the Net Worth criteria and meet the requirements as specified in the document.

9. 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

10. 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

11. 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.[£]

12. 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.

13. I/ We acknowledge and undertake that we are qualified in Technical Capacity and Financial Capacity, during the subsistence of the "Agreement".

14. 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 case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ……. hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an "Agreement" 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.

16. 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 "Agreement", 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.

17. I/We offer a Bid Security as mentioned in accordance with the RFP Document.

18. The Bid Security as per the RFP is attached.

19. The documents accompanying the Bid, as specified in the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Technical Bid".

20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

21. The **operation variable fee** has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft "Agreement", our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

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

23. I/ We shall keep this offer valid for 60 (Sixty) days from the Bid Due Date specified in the RFP.

24. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents, the "Agreement"

25. ***I/We require operation variable Fee (as quoted) …….. as % of Terminal Services Revenue according to the provision of the Contractor Agreement and provision of the Tariff booklet.***

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

Note: These documents shall be kept in separate sealed cover.

Yours faithfully,

Date:(Signature, name and designation of the Authorised signatory)

Place: Name and seal of Bidder

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 "Agreement", (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 for signing of Bid

Know all men by these presents, We, …… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of …… with National ID No. of……..and presently residing at …….., who is presently employed with us and holding the position of …….., as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid in response to the Request for Proposal ("**RFP**") bearing reference No. _____ dated _____ for the Operation & Maintenance of Part of Shahid Beheshti – Phase I (Short Term), Chabahar Port, Islamic Republic of Iran Project being developed by the IPGCFZ ("Authority") under the IndiaPorts Global Limited (the "Pricnipal"") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/ responses to the Authority, representing using all matters before the Authority, signing and execution of all contracts including the "Agreement" and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us, incorporate the Contractor, submit the Performance Security to the Authority and/or till the entering into of the "Agreement" with the Authority.

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

Capitalized terms used herein but not defined herein shall have the meanings as ascribed to the terms under the RFP, unless repugnant to the subject, matter, or context thereof.

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

For……..

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

Notarised

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

Notes:

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

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

- *For a Power of Attorney executed and issued overseas, the document will also have to be 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 Bidders 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 Appostille certificate.*

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 Operation & Maintenance of the Terminal 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 "Agreement" is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……. 2..…

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 Appostille 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[¥] 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

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

2.2The 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 "Agreement".

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 Patty 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 Patty'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 ……. 2..…

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 Agreement (Attached separately)

Appendix VII: Technical Capacity of the Applicant

Applicant type[#]		**Experience**	
		Annual throughput of Technical Experience from Container Terminal (in TEUs)	Annual throughput of Technical Experience from Multipurpose Terminal (MT)
Single entity Applicant	Year		

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

Appendix VIII: Details of Projects

Item	Particulars of the Project
Name of Project	
Location	
Description including the annual minimum throughput handled	
Start Date of Operation Period	
End Date of Operation Period	
Nature of Involvement (please specify details of the operation and maintenance work undertaken within the Eligibility Period)	
Counter Party	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	
Details of TOS utilized by the Applicant during the project in case of Container projects.	

On the request of the authority during the tender process the applicant shall provide a demo test run of the TOS.
The Applicant shall provide a testimonial letter from relevant port authority about good performance of the utilized TOS

Appendix IX Part A: Certificate Regarding Annual Traffic Throughput

[On the letterhead of the Client of the Bidder]

Subject: **Request for Proposals (RFP)for Selection of Contractor for Operation &Maintenance of Part of Shahid Beheshti–Phase I (Short Term), Chabahar Port, Islamic Republic of Iran**

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) This is to certify that [●] (insert name of the project) had an annual traffic throughput of at least [●] TEU's/Tonnes during the past 3 (three) constitutive year period of [●] (insert name of the project), as per the details provided below:

Particulars	Annual throughput for Technical Experience (in Million or specify units)
Year – 1, [●] (*insert financial year)*	
Year – 2, [●] (*insert financial year)*	
Year – 3, [●] (*insert financial year)*	

(Signature of Authorised Signatory of the Client)
Name of Authorised Signatory of the Client:
Designation of Authorised Signatory:
Date:
Place:

Appendix IX Part B: Certificate Regarding Maintenace

[On the letterhead of the Client of the Bidder]

Subject: **Request for Proposals (RFP)for Selection of Contractor for Operation &Maintenance of Part of Shahid Beheshti–Phase I (Short Term), Chabahar Port, Islamic Republic of Iran**

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) This is to certify that [●] (insert name of the project) was carried out for provision of the maintenance of port and berth equipment as following list during the past 3 (three) constitutive year period of [●] (insert name of the project), as per the details provided below:

Note :
Bidder to attached list of port equipment associated with each project for which he has carried out the maintenance/ repair (Duly certified by Port Authority/Terminal) an estimation of the equipment value shall be indicated.

(Signature of Authorised Signatory of the Client)
Name of Authorised Signatory of the Client:
Designation of Authorised Signatory:
Date:
Place:

Appendix X: Certificate Regarding Financial Capacity of the Applicant

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

Subject: Request for Proposals (RFP)for Selection of Contractor for Operation &Maintenance of Part of Shahid Beheshti–Phase I (Short Term), Chabahar Port, Islamic Republic of Iran

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, [●] (*insert financial year)*		
Year – 2, [●] (*insert financial year)*		
Year – 3, [●] (*insert financial year)*		

_____
(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 XI: List of equipment

Item	Description	Capacity	Ref No.
1	Liebherr Crane 550	140 tons	
2			
3	Liebherr Crane 420	80 tons	
4			
5	Liebherr Crane 400	100 tons	
6	Liebherr Crane 320	80 tons	
7	Grain Pneumatic unloader	600 tons per hour	
8	Grain Pneumatic unloader	600 tons per hour	
9	Grain Pneumatic unloader	600 tons per hour	
10	Reach Stacker Kalmar	45 tons	
11	Reach Stacker Kalmar	45 tons	
12			
13			
14	Empty Stacker Kalmar	9 tons	
15	Empty Stacker Kalmar	9 tons	
16	Empty Stacker Kalmar	9 tons	
17	Kalmar Forklift	20 tons	
18	Komatsu forklift	15 tons	
19	Liebherr Yard crane	130 tons	
20	Liebherr Yard crane	50 tons	
21			
22			
23	Ferguson Tractor	M.F 285	
24			
25	Trailer	20 tons	
26	Trailer	20 tons	

Item	Description	Capacity	Ref No.
27	Hydraulic spreader		
28	Hydraulic spreader		
29			
30			
31			
32	wire grab		
33	wire grab		
34	wire grab		
35	wire grab		
36			
37			
38			
39			
40			
41	Clark Forklift	5 tons	
42	The drum forklift	5 tons	

Note: The Contractor shall provide 7 no. 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 “Agreement”.

Appendix XII. List of Equipment supplied (Under the main contract) by "Principal"

Item	Title	Model	QTY	Insured value (Euro)
1	Mobile Harbour cranes with 140 ton lifting Capacity	IMHC 3160	2	6,317,000
2	Mobile Harbour cranes with 100 ton lifting Capacity	IMHC 2120	4	12,080,000
3	Telescopic Spreader 40 ton lifting capacity,		2	250,000
4	Grab Spreader 40 cubic meter capacity,		2	210,000
5	Grab Spreader 24 cubic meter capacity, Manufactured by Negrini Italy		2	172,000
6	C hook		2	13,702

The contractor shall provide all risk insurance policy for the equipment listed in as Appendix XII with Authority (IPGCFZ) as the beneficiary valid from 16th July 2024 till end of the agreement.

The insured value shall be total amount indicated in appendix XII equivalent in IRR according to the exchange applicable for THC on 15th July 2024 or on the date of extension of Insurance Policy.

Note :

Durable Spares to be provided by authority in coordination with principle. Consumable spares such has oils, lubricants, greases, filters, washers, cleaning agents, o-rings, paints, wire ropes, hydraulic hoses and connectors, small bearings, seals and gaskets, brake pads and shoes, cables and connectors, electrical fuses, relays, switches and contactors, belts, wear pad and plates, control cables, rubber pads and absorbers, lights etc. shall be procured by the Contractor except oil and grease which Shall be procured from competent producers by Contractor, subjected to OEM specification and warranty terms. Consumable for cleaning activity, paint activity and for routine check up to be borne by Contractor which includes small tools, slings, grease guns, compressors etc. Any special tools required for major repair to be borne by authority. Operators shall have to adhere to the PMS program supplied by OEM, including warranty clause.