

പതിമൂന്നാം കേരള നിയമസഭ
പതിനാലാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നമിടാത്ത
ചോദ്യം നമ്പർ: 2928

13-07-2015- ൽ മറുപടിക്ക്

വിഴിഞ്ഞം തുറമുഖ പദ്ധതി ബിഡ് രേഖകളുടെ പകർപ്പ്

ചോദ്യം

മറുപടി

ശ്രീ. കെ.വി.അബ്ദുൾ ഖാദർ :

ശ്രീ. കെ.ബാബു
(മത്സ്യബന്ധനവും തുറമുഖവും
എക്സൈസും വകുപ്പു മന്ത്രി)

- (എ) വിഴിഞ്ഞം അന്താരാഷ്ട്ര തുറമുഖ പദ്ധതിയുടെ ടെണ്ടറിൽ, ഗൗതം അദാനിയുടെ കമ്പനി സമർപ്പിച്ച ബിഡ് രേഖകളുടെ പകർപ്പ് ലഭ്യമാക്കാമോ? (എ) ബിഡിന്റെ പകർപ്പ് അനുബന്ധമായി വച്ചിട്ടുണ്ട്.



സെക്ഷൻ ഓഫീസർ

APPENDIX - I

Letter comprising the Bid

April 23, 2015

The Principal Secretary,
Ports Department,
Secretariat Annexe,
Government of Kerala,
Thiruvananthapuram,
Kerala

Sub: Bid for Vizhinjam International Deepwater Multipurpose Seaport

Dear Sir,

With reference to your RFP document dated 16th April 2014, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. 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 Concessionaire 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.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

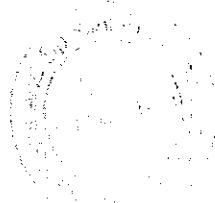


5. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We declare that:
 - a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b) We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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 the RFQ 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 we shall continue to abide by them.
8. 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, in accordance with Clause 2.16 of the RFP document.

9. We believe that we satisfy the Net Worth criteria and meet the requirements as specified in the RFQ document.
10. We declare that we or our Associates are not a Member of any other Consortium submitting a Bid for the Project.
11. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. 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.
14. We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.
15. We further certify that we or any of our Associates are not barred by the Central Government or any entity controlled by it, from participating in any project (BOT or otherwise), and that no bar subsists as on the date of submission of the Bid.
16. 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.
17. We acknowledge and undertake that our Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to

the obligations contained in the Concession Agreement in respect of Change in Ownership.


18. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
19. We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
20. 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.
21. In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to 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.
22. 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 Concession 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 Concession.
23. We offer a Bid Security of Rs. 20 crore (Rupees twenty crore only) to the Authority in accordance with the RFP Document.

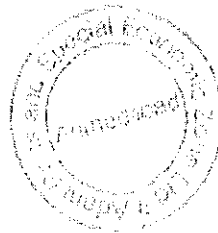


24. The Bid Security in the form of a Bank Guarantee is attached.
25. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
26. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to us or our Bid is not opened or rejected.
27. The Premium / Grant has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Concession 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.
28. We agree and undertake to abide by all the terms and conditions of the RFP document.
29. We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
30. We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement
- a) We require a Grant of Rs. 1635.00 Crore (Rupees ONE THOUSAND SIX HUNDRED AND THIRTY FIVE DECIMAL ZERO ZERO CRORE ONLY)

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

Yours faithfully,


Sumeet Agrawal
Senior Manager - Business Development
Adani Ports and Special Economic Zone Ltd



Date: April 23, 2015
Place: Ahmedabad



