

V.O. CHIDAMBARANAR PORT AUTHORITY

Request For Qualification (RFQ)

for



Development of existing Berth No.7 as Container Terminal at V.O. Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) basis

RFQ No. MEE-STOR/23/2025-Mechanical SE(2)/8212

MAY- 2026

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Disclaimer

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(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 Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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 RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

V.O. Chidambaranar Port Authority
Tuticorin, Tamil Nadu
NOTICE INVITING APPLICATION

Global invitation for Qualification for **“Development of existing Berth No.7 as Container Terminal at V.O. Chidambaranar Port on Design, Build, Finance, Operate and Transfer (DBFOT) basis”**. V.O. Chidambaranar Port Authority (the **“Authority”**) invites Application from interested parties (Applicants) in accordance with the Request for Qualification (RFQ) Document in order to shortlist competent Applicants who can subsequently bid for the Project as per Request for Proposal (RFP) Documents. The Total Estimated Cost of the Project is **Rs. 517.19 Crores (Rupees Five Hundred Seventeen Crore and Nineteen Lakh only)**.

The RFQ Document containing brief scope of the Project, Instructions to Applicants, Evaluation Criteria, etc can be downloaded from the website of V.O. Chidambaranar Port Authority: <http://vocport.gov.in> and <https://etenders.gov.in/eprocure/app>. The cost of RFQ documents is **Rs. 61,028 (Rupees Sixty One Thousand and Twenty Eight only)** including GST @ 18% for domestic as well as foreign applicants shall be submitted through NEFT/RTGS. The details of UTR for NEFT/RTGS shall have to be submitted along with their bids.

The details of bank to which payment is to be made against the bid document fees is appended below:

Name of Beneficiary: V.O. Chidambaranar Port Authority

- 1.Account Number - 0143010000000001
- 2.Bank Name- Indian Overseas Bank
- 3.Branch Name- Harbour Branch
- 4.IFS Code- IOBA0000143

However, the prospective bidders who wish to get a copy of the Detailed Project Report (DPR), shall submit request along with bid document fee in advance. DPR will be issued only to the bidders who shall submit the bid document fee in advance. Aforesaid bidders shall submit the demand draft /UTR reference along with their request. There are no separate fees for DPR.

The completed Application in the required format containing all the information requested in the RFQ document shall be submitted along with the detail of cost of the RFQ document on or before last date of submission of the Application electronically on the <https://etenders.gov.in/eprocure/app> Portal. The validity of the Application shall be one hundred and twenty (120) days from date of submission of Application.

The schedule of different activities till submission of the applications is as under:

1	Download period of RFQ Document	From 7.5.2026 at 18.00 hrs
2	Last date of receiving queries regarding RFQ	17.00 hrs on 25.05.2026
3	Date of Pre-Application Conference	15.00 hrs on 29.05.2026
4	Authority response to queries latest by	17.00 hrs on 09.06.2026
5	Last date of submission of RFQ Applications	Upto 15.00 hrs on 22.6.2026
6	Date of Opening of RFQ Application	23.6.2026 at 15.30 hrs

Note: Any updation/amendment in the RFQ will be uploaded on the Authority's website viz. <https://vocport.gov.in> and <http://etenders.gov.in/eprocure/app>.

AVAILABILITY OF THE RFQ DOCUMENTS:

- <https://www.vocport.gov.in/> of V.O.Chidambaranar. Port.
- <http://etenders.gov.in/eprocure/app> of Central Public Procurement Portal.

Any updation/amendment & Clarifications, if any, would also be available in the aforesaid websites.

PARTICIPATING IN THE BIDDING PROCESS:

The qualified bidders will have to participate in the bidding process by downloading the relevant documents from the website of V.O. Chidambaranar Port Authority. <https://www.vocport.gov.in/> or <http://etenders.gov.in/eprocure/app> of Central Public Procurement Portal.

**Chief Mechanical Engineer
V.O. Chidambaranar Port Authority**

Contact Details:

1. The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O. Chidambaranar Port Authority,
Mobile No: 0461 2352270
Email: cme@vocport.gov.in
2. The Deputy Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O. Chidambaranar Port Authority,
Mobile No: 0461 2372266
Email: selvaraj.b@vocport.gov.in
3. Deputy Materials Manager
Mechanical & Electrical Engineering Department,
V.O. Chidambaranar Port Authority,
Mobile No: 9790624455
Email: chandrasekaran@vocport.gov.in

Instructions for Online Bid Submission

The Applicants are required to submit soft copies of their application electronically on the <http://etenders.gov.in/eprocure/app> Portal, using valid Digital Signature Certificates. Applicants shall submit the cost of the document in the manner specified in the document on or before Pre-Application Conference, for those who are attending Pre-Application Conference, or on or before Application Due Date.

PREPARATION OF APPLICATION

- 1) Applicant should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the application. Any deviations from these may lead to rejection of the application.

SUBMISSION OF APPLICATION

1) Applicant should log into the site well in advance for application submission so that they can upload the application in time i.e. on or before the application submission time. Applicant will be responsible for any delay due to other issues.

2) The applicant has to digitally sign and upload the required application documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “Online” to pay the tender fee and enter details of the instrument. The online payment shall be only through RTGS / NEFT / Bank Transfer etc. The details of Bank account to which amount is to be transferred are furnished below:

- 1.Account Number - 0143010000000001
- 2.Bank Name- Indian Overseas Bank
- 3.Branch Name- Harbour Branch
- 4.IFS Code- IOBA0000143

4) The Server Time (which is displayed on the Bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorised bid openers.

7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to <http://etenders.gov.in/eprocure/app> Portal in general may be directed to the 24x7 Portal Helpdesk.

**Chief Mechanical Engineer
V.O. Chidambaranar Port Authority**

Glossary

Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.5
Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1.2.3
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Stage	As defined in Clause 1.2.1
Concessionaire	As defined in Clause 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
DBFOT	As defined in Clause 1.1.1
Eligible Experience	As defined in Clause 3.2.1
Eligible Projects	As defined in Clause 3.2.1
Estimated Project Cost	As defined in Clause 1.1.4
Experience Score	As defined in Clause 3.2.6
Financial Capacity	As defined in Clause 2.2.2 (B)
Government	Government of India
Grant	As defined in Clause 1.2.8
Highest Bidder	As defined in Clause 1.2.8
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4 (ii)
O&M	Operation and Maintenance
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee

RFP or Request for Proposals	As defined in Clause 1.2.1
RFQ	As defined in the Disclaimer
Royalty	As defined in Clause 1.2.8
SPV	As defined in Clause 2.2.6
Technical Capacity	As defined in Clause 2.2.2 (A)
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

Invitation for Qualification

V.O. Chidambaranar Port

1. INTRODUCTION

1.1 Background

- 1.1.1 V.O. Chidambaranar Port (VOC Port) is one of the major Port in India and the second-largest port in Tamil Nadu. Strategically located in southern India, the port plays a vital role as a gateway for cargo movement and transshipment in the region. With its all-weather natural harbour, VOC Port has witnessed consistent growth in cargo traffic, underlining its increasing significance in regional trade logistics. Operated by the V.O. Chidambaranar Port Authority (VOCPA), the port is one of the Twelve (12) Major Ports in India and functions as an autonomous body under the Ministry of Ports, Shipping and Waterways, Government of India. It was officially declared a Major Port in 1974.

The Port is well-connected to various trading centres within the State, as well as with the neighbouring States of Kerala, Karnataka, and Andhra Pradesh, through National and State Highways and broad-gauge rail, connecting it to all major cities and Inland Container Depots (ICDs). V.O. Chidambaranar Port mainly handles dry bulk cargoes and containers, but it also handling liquid bulk and break-bulk cargoes, making it one of the fastest-growing ports among all Indian ports.

The port's cargo profile includes Coal & Coke, Fertilizers, Fertilizer Raw Materials, Copper Concentrate, Food Grains, Granite, Timber Logs, Petroleum Products, LPG, and various other bulk, break bulk, and containerized cargoes. The Zone A of the VOC Port handled approximately 43.31 million tonnes (MT) of cargo traffic during the year 2025–26, an increase from 41.72 MT in 2024-25. The port also handled 0.87 MTEUs in 2025-26, up from 0.8 MTEUs in 2024-25. To serve the trade, the port maintains a fleet of cargo handling equipment and owns a railway network of about 11.30 km.

The port's existing infrastructure comprises 20 berths across the inner harbour, including dedicated Container berths, Coal and Oil jetties, and captive berths serving adjacent industries. Key operators include Container at Berth 8 & 9 while the Coal and Oil jetties cater primarily to thermal power plants and petroleum handling.

In order to cater to the increasing traffic demand and also as per the policy from Ministry of Ports Shipping and Waterways (MoPSW) under "Sagarmala initiative", VOCPA (the "**Authority**") has intends to implement for Development of existing Berth No.

7 as Container Terminal at V.O. Chidambaranar Port on Design, Build, Finance, Operate and Transfer (the “**DBFOT**”) basis,” (the “**PPP**”), and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Sr.no.	Name of the Project	Capacity	Estimated Project Cost (in Rs. Cr)
1.	Development of existing Berth No.7 as Container Terminal at V.O. Chidambaranar Port on DBFOT basis	4,20,000 TEUs	Rs. 517.19 Crores

The Authority intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.1.2** The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3** (i) The berth no. 7 is located within the inner harbour of V. O. Chidambaranar Port, Tuticorin on the southeastern coast of India. Berth no. 7 at V.O.C. Port was constructed in 1998 using blockwork with a dredge depth of 11.85m, Berth length of 370m and crane rail spacing of 23.47m. containers were handled through BOT operator from December-1999 to February 2025. Now other cargoes are being handled by Port except containers.
- (ii) As part of the upgradation of the existing berth no. 7, the Authority intends to upgrade the existing berth under PPP to handle vessels up to 12,100 TEU size with a draft of 14.20 m during daylight hours utilizing the tidal advantage of at least (+)0.65 m and in rising tide and to provide the Project Facilities. The scope of work shall broadly include the following:
1. Addition of piles in front of the block wall to enable the dredging of the berth pocket to handle (-)16.5 m.
 2. Providing new fenders and bollards and utilities
 3. Deployment of the following container cargo handling equipment :-
 - a. **Quay Equipment:** Supply, Installation, Commissioning and Maintenance of 3 Nos. of 65T Rail Mounted Quay Gantry Cranes (RMQC) designed for twin 20-foot (Spreader).

- b. **Yard Equipment:** Supply, Installation, Commissioning and Maintenance of 9 Nos. of 45T Electric Rubber Tyred Gantry Cranes (RTGC EV) capable of 1-over-5 stacking.
 - c. **Horizontal Transport:** Hiring of 18 Nos. Electric Tractor Trailers (EV) for container transfer between the cranes and the yard.
 - d. **Flexible Handling:** Deployment of 1 No. of 45T Reach Stacker (on a leased model) for short-distance transport and 4-deep stacking.
 - 4. **Repairing of the backup Yard:** Repairing of a 10-hectare backup yard as per the site requirement.
 - 5. **Supporting Infrastructure:** Repairing of existing Road and utility buildings to support terminal operations
 - 6. Implementation of electrical systems on the existing Building, IT infrastructure, terminal automation and FFSS to support the terminal operations.
 - 7. Operation and maintenance of Project Facilities and Services thereof for the Concession Period.
- (iii) Port will carry out the necessary dredging to handle vessels with draft up to 14.20 m during daylight hours utilizing the tidal advantage of at least (+)0.65 m and in rising tide.

1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**”) will be revised and specified in the Bidding Documents of the Project. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties/ consortia who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Authority as the cost of the RFQ process. At the end of this stage, the Authority expects to announce suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy

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

- 1.2.2** In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.
- 1.2.3** In the Bid Stage, the Bidders will be called upon to submit their financial offers (the “Bids”) in accordance with the RFP and other documents to be provided by the Authority (collectively the “**Bidding Documents**”). The Bidding Documents for the Project will be provided to every short-listed Bidder on payment of a process fee for RFP which will be indicated in the RFP. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).
- 1.2.4** In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of 1% (one per cent) of the Estimated Project Cost (the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security through RTGS/NEFT to be transferred on A/C Name : Board of V.O. Chidambaranar Port Authority; A/C No :- 014301000000001, IFSC- IOBA0000143, Bank Name:- Indian Overseas Bank in online mode or a bank guarantee acceptable to the Authority. In case a bank guarantee (including e-Bank Guarantee) is provided, its and in such event, the validity period of the bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) 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.
- 1.2.4** Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.5** During the Bid Stage, Bidders are invited to examine the Project in greater detail,

and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

- 1.2.6 As part of the Bidding Documents, the Authority will provide a draft Concession Agreement and detailed project report prepared by its consultants and other information pertaining/ relevant to the Project available with it.
- 1.2.7 Bids will be invited for the Project on the basis of Highest Royalty per TEU of Container Cargo handled at the Project Facilities (the “**Royalty**”). The rate of Royalty will be indexed to as per the variations in the Wholesale Price Index (WPI) for all commodities announced by the Government of India annually as specified in the draft Concession Agreement.

In this RFQ, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Royalty per TEU of container cargo handled at the Project Facilities (the “**Royalty**”). In case any discount or incentives mandated by Govt. to be applicable on certain types of nature of cargoes, Royalty Payments shall be subjected to same level of discounts.

- 1.2.8 The Concessionaire shall, in consideration of its investment and services be entitled to levy and collect user fee as per Tariff Guidelines notified by MoPSW in December 2021 from the users of the Project.
- 1.2.9 Details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.10 Any queries or request for additional information concerning this RFQ shall be submitted through E-mail to the Chief Mechanical Engineer with Subject:

“Queries/ Request for Additional Information:

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	
Qualification Stage	Date
1. Last date for receiving queries	17.00 hrs on 25.05.2026
2. Pre-Application Conference	15.00 hrs on 29.05.2026
3. Authority response to queries latest by	17.00 hrs on 09.06.2026
4. Application Due Date	Upto 15.00 hrs on 22.6.2026
5. Date of opening of RFQ application	23.6.2026 at 15.30 hrs

1.4 Application Conference

The date, time and venue of the Pre-Application Conference shall be: 29.05.2026 at 15 Hrs at Conference Hall, V.O. Chidambaranar Port, Harbour Road, Tuticorin - 628 004, Tamil Nadu, India and through virtual mode.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
- (a) The Applicant for pre-qualification may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
 - (b) An Applicant may be a private entity, or any combination of private entities with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below. An International Bidder bidding individually or as a member of a Joint Venture shall ensure that Power of Attorney is apostle by appropriate authority and requirement of Indian Stamp Act is duly fulfilled.
 - (c) An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section 72 of Section

2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
 - (iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
 - (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - (v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or
 - (vi) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project prior to 6 (six) months of issue of RFQ. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation:

In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

- (i) paid for, or received payments for, construction and/or operation of Eligible Project(s) in Category 3 & construction of Eligible Project(s) in Category 4 as specified in clause 3.2.1; and/or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1; and/ or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum total of the above is more than Rs. 1034.38 Crores (Rupees One Thousand Thirty Four Crores and Thirty Eight Lakhs Only) (the “**Threshold Technical Capacity**”).

(B) **Financial Capacity:** The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 129.30 Crores (Rupees One Hundred Twenty Nine Crore and Thirty Lakhs Only) at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity and Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 1 (one) year 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 SPV.

2.2.3 O&M Experience: The Applicant shall, in the case of a Consortium, include a Member who shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project, and has either by itself or through its Associate, experience of 5 (five) years or more in operation and maintenance (O&M) of Category 1 projects specified in Clause 3.2.1, which have an aggregate capital cost equal to the Estimated Project Cost. In the event that the Applicant does not have the requisite O&M experience, it shall either enter into an agreement for a period of 5 (five) years from COD, with an entity having the aforesaid experience, relating to the

performance of O&M obligations in accordance with the provisions of the Concession Agreement failing which the Concession Agreement shall be liable to termination. In such case, the Applicant shall submit an undertaking for entering into Operation & Maintenance (O&M) agreement in the format provided under Appendix IX.

2.2.4 The Applicants shall enclose with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following^s:

- (i) Certificate(s) from its statutory auditors^s of the Applicant or its Associates or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) certificate(s) from statutory auditors of the Applicant or its Associates specifying the Net Worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 4 (four), but information sought in the Application may be restricted to 3 (three) members in the order of their equity contribution;

^s In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant or its Associate may provide the certificates required under this RFQ.

- (b) subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, *inter alia*:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 1 (one) year from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;
 - (v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of

the SPV at all times until expiry of 1 (one) year after the commercial operation date of the Project; and

- (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- (h) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, 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 against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate. Provided, however, that where an Applicant claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9 In computing the Technical Capacity and Net Worth of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or

corporation, the power to direct the management and policies of such person by operation of law.

2.2.10 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- (c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 A. While Qualification is open to persons from any country, the following provisions shall apply:

1. Any Applicant from a country which shares a land border with India will be eligible to bid, only if the Applicant is registered with the Competent Authority, specified in Annexure-I of Order (Public Procurement No. 1) issued by Ministry of Finance, Department of Expenditure Public Procurement Division vide F. No. 6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA.
2. **“Bidder”** (including the terms ‘tendered’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. **“Bidder from a country which shares a land border with India”** means:
 1. An entity incorporated, established or registered in such a country, or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or

4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. Beneficial owner for the purpose of (III) above means:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
- Explanation:
- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholding agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or one or more juridical person: has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individual;
 - iv. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 6. The selected Bidder/ Concessionaire shall not be allowed to sub-contract works

to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of “contractor from a country which shares a land border with India” shall be as in Clause 3 above.

Certificate regarding Compliance:

A certificate shall be required to be submitted by the applicants in the format prescribed at Appendix-VII.

It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

Validity of Registration:

- i) In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

B. The Qualification of such Applicant or in case of any subsequent change in its shareholding or the shareholding in the Consortium members, shall be subject to approval of the Authority from national security and public interest perspective. The decision of the authority in this behalf shall be final and conclusive and binding on the Applicant.

Subsequent change shall include change in the holding or acquisition of equity or control, which shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

- 2.2.12** Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within 3 (three) months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its

normal business.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.3.2 Where the Applicant is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

- (a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
- (b) the Lead Member continues to be the Lead Member of the Consortium;
- (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/ Member/Associate of any other Consortium bidding for this Project.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.4 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c) (i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another Application either individually or as a member of any Consortium, as the case may be.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the

conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 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 the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Applications/ Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Applications, it may, in its discretion, invite all eligible Applicants to submit fresh Applications hereunder.

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority

reserves the right to:

- (i) invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Application Conference

Section 6. Miscellaneous

Appendices

- I. Letter comprising the Application for Pre-Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Guidelines of the Department of Disinvestment
- VI. Performa for Security Clearance
- VII. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
- VIII. Format for pre-bid queries
- IX. Undertaking for entering into Operation & Maintenance (O&M) agreement

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by speed post/ courier/ special messenger and by e-mail to cme@vocport.gov.in in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by e-mail. The Authority will publish all the queries and its responses thereto, in the website of V.O. Chidambaranar Port Authority (www.vocport.gov.in) and <http://etenders.gov.in/eprocure/app> without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for

any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be published in the website of V.O. Chidambaranar Port Authority (www.vocport.gov.in) & <http://etenders.gov.in/eprocure/app>.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

C. PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2 The Application shall be typed and signed by the authorised signatory of the Applicant who shall also initial each page of the Application (including each Appendix and Annex) 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 Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers. Then all documents shall be scanned into soft copies which can be uploaded in the Portal.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in online mode:

- (a) the completed Application in the required format containing all information requested shall be submitted through online on <http://etenders.gov.in/eprocure/app> of Central Public Procurement Portal, Government of India portal mandatorily.

(b) ONLY online Applications will be treated as responsive.

2.13.2 Each Application shall contain

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix- II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (vi) copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years;
- (vii) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-VII shall be submitted by the Bidder with the RFP Bid duly signed by Authorised signatory & shall be part of the Concession Agreement;
- (viii) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Applicant from a country which shares a land border with India");and
- (ix) any other sector or project-specific requirement that may be specified by the Authority.

2.13.3 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Application Due Date

2.14.1 Applications should be submitted before 1100 hours IST on the Application Due Date, through portal <https://eprocure.gov.in/epublish/app> of Central Public Procurement Portal, Government of India.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Applications

Applications will not be accepted by the e-tendering system (or the Authority) after the specified time on the Application Due Date shall not be eligible for consideration

and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Applications

- 2.16.1** The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.
- 2.16.2** Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

- 2.17.1** The Authority shall open the Applications at 15.30 hours IST on the Application Due Date.
- 2.17.2** Deleted.
- 2.17.3** The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4** Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5** Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6** The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7** If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the prescribed eligibility as specified in Clause 2.2.2 of this RFQ.
- 2.17.8** In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the prescribed eligibility as specified in Clause 2.2.2, and may also, while computing the prescribed eligibility, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority

reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- (a) Submitted online through <http://etenders.gov.in/eprocure/app> of Central Public Procurement Portal, Government of India portal;
- (b) it is received as per format at Appendix-I;
- (c) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- (d) it is signed, submitted online and marked as stipulated in Clauses 2.12 and 2.13;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (f) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (g) it contains information in formats same as those specified in this RFQ;
- (h) it contains certificates from its statutory auditors^{\$} in the formats specified at Appendix-I of the RFQ for each Eligible Project;

^{\$} In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

- (i) it contains an attested copy of the receipt of the Authority towards the cost of the RFQ process as specified in Clause 1.2.1;
- (j) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6 (g);
- (k) it does not contain any condition or qualification; and
- (l) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application. Provided, however, that the Authority may, in its discretion, allow the Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Application.

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of Applications, the Authority would announce a list of pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

The Bidders will be requested to submit a Bid in online mode with the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the

site and familiarise themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

2.25 National Security

The list of pre-qualified Applicants shall be subject to clearance from National Security perspective.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation¹

3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "**Eligible Experience**") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "**Eligible Projects**"):

- Category 1: Project experience on Eligible Projects in Port sector that qualify under Clause 3.2.3
- Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3
- Category 3: Construction and/or operation experience on Eligible Projects in Port sector that qualify under Clause 3.2.4
- Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.4

For the purpose of this RFQ:

- (i) Port sector would be deemed to include marine structures, on-shore and off-shore terminals, berths, Jetties, Quays, Cargo Handling System, Bulk/Liquid Material Handling System, CFS/ICDs, Storage Tanks/Tank Farms, Conveyors, Pipelines, Warehousing & silos all associated with seaport/river port and
- (ii) Core sector would be deemed to include power, telecom, highways, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development[§].

3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

[§] Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant.

- 3.2.3** For a project to qualify as an Eligible Project under Categories 1 and 2:
- (a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
 - (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty-six per cent) equity during the entire year for which Eligible Experience is being claimed;
 - (c) the capital cost of the project should be more than Rs. 103.44 Crore (Rupees One Hundred Three Crores and Forty-Four Lakhs Only); and
 - (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

For a project to qualify as an Eligible Project under Categories 3 and 4, the Applicant should have paid for execution of its construction and/or operation works in Category 3 or received payments from its client(s) for construction works executed and/or operation works in Category 3, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the prescribed eligibility as specified in Clause 2.2.2. However, payments/receipts of less than Rs. 103.44 Crore (Rupees One Hundred Three Crores and Forty Four Lakhs Only) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

- 3.2.4** The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.5 Deleted

3.2.6 Deleted

- 3.2.7** Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3 Details of Experience

- 3.3.1** The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Due Date.
- 3.3.2** The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.
- 3.3.3** The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

- 3.4.1** The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.
- 3.4.2** In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3** The Applicant must establish the minimum Net Worth specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.5 Pre-Qualification of Applicants

- 3.5.1** The Applicants who fulfill the criteria as mentioned in Clause 2.2.2, 2.2.3 and 2.2.5 shall be pre-qualified for the Bid Stage. In case of a Consortium, the Aggregate Technical Capacity of each of its Members, who have an equity share of at least 26% (twenty six per cent) in such Consortium, shall be summed up for arriving at the combined Aggregate Technical Capacity of the Consortium. However, the pre-qualification of Applicants shall be subject to clearance from National Security perspective as per Clause 2.2.5 of this RFQ document.

4. FRAUD AND CORRUPT PRACTICES

- 4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

The Details of Independent External Monitor are

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5. PRE-APPLICATION CONFERENCE

- 5.1** A Pre-Application Conference of the interested parties as specified in Clause 1.4 shall be convened at the designated date, time and place and through virtual mode. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application Conference. Applicants who have downloaded the RFQ document from the Authority's website www.vocport.gov.in and <http://etenders.gov.in/eprocure/app> of Central Public Procurement Portal, Government of India portal should submit a copy of the transaction details of RTGS / NEFT / Bank Transfer etc. for the amount specified in Clause 1.2.1 towards the cost of RFQ process document, through their representative attending the conference or through e-mail to cme@vocport.gov.in . A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- 5.2** During the course of Pre-Application Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3** The interested parties may raise pre-bid queries in the format enclosed at Appendix-VIII.

6. MISCELLANEOUS

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.