



Kamarajar Port Limited
(erstwhile Ennore Port Limited)

CIN No. : U45203TN1999GOI043322

(A Mini Ratna – Government of India Undertaking)

Reg. Off: # 17, Rajaji Salai, Chennai - 600001

**Tender for appointment of Chartered Accountant firm for
Financial Advisory Services for IPO - On Retainership basis**

Tender No. : KPL/FA/2026

Date : 9th March 2026

Limited Tender – Control Sheet Table	
Date of publication in KPL website	9th March 2026
Queries, if any, to be communicated by email	gm-fin@kplmail.in , vemanna@kplmail.in , senthil@kplmail.in .
Last date, time & Venue for submission of Bid Documents	20th March 2026 at 11.00 am at Registered Office of Kamarajar Port Limited at Registered office JAWAHAR BUILDING, 2nd floor, (north wing) & 3rd floor, No. 17, RAJAJI SALAI, Chennai :600 001
Pre-bid Meeting	12th Mar 2026 @ 3.30 PM at above address
Mode of Submission	Two-cover system, viz., Technical Bid and Financial Bid, to be submitted separately in physical form
Date and Time of Technical and Financial Bid Opening	20th March 2026 at 11.30 am at Registered Office of Kamarajar Port Limited at Registered office JAWAHAR BUILDING, 2nd floor, (north wing) & 3rd floor, No. 17, RAJAJI SALAI, Chennai :600 001
Address for communication	General Manager (Finance) Kamarajar Port Limited (erstwhile Ennore Port Limited) Registered office JAWAHAR BUILDING, 2nd floor, (north wing) & 3rd floor, No. 17, RAJAJI SALAI, Chennai: 600 001 Contact No: 7845805850/ 9790976925 / 8754540208
Cost of Tender document	There is NO Fee for the Tender Document.
Estimated cost	The estimated value of the assignment is approximately Rs. 3 lakh per month plus applicable tax for six months extendable till the submission of DRHP to SEBI. The engagement for consultancy services may be extended subject to conditions stipulated in para 6. “Estimated cost” of this document.
Performance Security	Rs. 1 Lakh shall be paid through Bank Guarantee or DD to KPL. In case of Bank Guarantee, the validity shall be 18 months from the date of signing of agreement.

Tender for appointment of Chartered Accountant firm for Financial Advisory Services for IPO in Kamarajar Port Limited – On Retainership basis

I. Overview of Kamarajar Port Limited:

1. INTRODUCTION

Kamarajar Port Limited (erstwhile Ennore Port Limited) was developed as a green field port on East Coast of India at a distance of about 20km to the north of Chennai Port. The Port was declared as a Major Port under the Indian Ports Act, 1908 in March 1999 and incorporated as a Company under the Companies Act, 1956 in October 1999.

The Authorized and Paid-up capital of the Company are Rs.500 Cr and Rs.300 Cr respectively. Currently, 100% of equity share of Kamarajar port Limited is held by Chennai Port Authority. The total income of the Company for the Financial Year 2024-25 was around Rs.1,160 Crores.

2. BACKGROUND

Kamarajar Port Limited, a unit of Chennai Port Authority, under the Ministry of Ports, Shipping & Waterways, Government of India. Kamarajar Port functions on the “Landlord Port Model” basis whereby the Port provides the basic infrastructure facilities like breakwaters, Capital dredging, maintenance of port channels, dredged basin / channel, road and rail infrastructure for connectivity to hinterland, aids to navigation, firefighting facilities, utilities, water and power supply and manage the resources apart from regulatory functions and overall Port planning & development. Operating functions such as planning, safety, pilotage, mooring, navigation and overall coordination are done by the Port. Cargo-related services are left with the BOT /Captive operators.

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

3. OBJECTIVE

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

To facilitate this process and ensure compliance with all regulatory requirements prescribed by the Securities and Exchange Board of India (SEBI), Stock Exchanges, and other regulatory authorities, the Company invites proposals from leading Chartered

Accountant firms to act as Financial Consultant and offer advisory / support services for the IPO process as detailed below:

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

1. Carryout comprehensive financial due diligence and preparation of restated financial statements in accordance with SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other workings for submission to the Auditor of IPO.
2. Assist the Company in providing inputs to Book Running Lead Managers (BRLMs), legal counsel for preparation of Draft Red Herring Prospectus (DRHP) and Red Herring Prospectus (RHP) - financial sections
3. Provide tax advisory, supporting for valuation, and financial projections and all finance related workings, disclosures, vetting of financial documents, etc.
4. Coordinate with Merchant Bankers, Legal Advisors, Statutory Auditors, and other transaction stakeholders with respect to finance related activities
5. Provide support to company w.r.t timely completion of all deliverables in accordance with the IPO timeline
6. Support the Company through SEBI filing, observations, and listing process

4. SCOPE OF WORK

The selected CA firm shall undertake the following activities in a timely and professional manner to support KPL in IPO preparation:

a. FINANCIAL DATA REVIEW & COMPILATION

- Review of historical audited financials
- Compilation and analysis of quarterly results
- Segment-wise and product-wise revenue analysis
- Related party transactions identification and mapping
- Contingent liabilities assessment and documentation
- Financial ratios computation and benchmarking

b. PREPARATION OF RESTATED FINANCIALS

- Accounting policy review and alignment with Ind AS
- Revenue recognition adjustments and restatement
- Fixed assets restatement including depreciation
- Provisions and accruals restatement

- Deferred tax computation (comprehensive)
- Preparation of restated financial statements
- Reconciliation of restated to reported financials

c. TAX DUE DILIGENCE & STRUCTURING

- Direct tax compliance review
- Indirect tax review (GST, Customs, Service Tax)
- Tax litigation assessment and quantification
- Transfer pricing documentation review
- Post-IPO tax structuring recommendations
- Computation of tax contingencies for disclosure

d. WORKING CAPITAL ANALYSIS

- Detailed receivables analysis (ageing, quality)
- Inventory analysis (movement, obsolescence)
- Payables and payment cycle analysis
- Working capital requirement projection
- Cash flow analysis and forecasting

e. PREPARATION OF FINANCIAL PROJECTIONS

- Detailed revenue projections
- Operating expense projections
- EBITDA and PAT projections
- Capital expenditure planning and scheduling
- Balance sheet projections
- Preparation of DCF projections
- Comparable company analysis (India & Global)

f. DRHP FINANCIAL DISCLOSURES

- Management Discussion & Analysis drafting
- Risk factors identification (financial)
- Key performance indicators compilation
- Financial statements formatting for DRHP
- Uses of IPO proceeds detailed statement

- Capitalization table (pre- and post-IPO)
- Basis of issue price calculation
- Financial ratios and trend analysis for DRHP

g. DUE DILIGENCE SUPPORT

- Preparation of financial due diligence questionnaire
- Vetting of documents, offering opinions with respect to finance & accounting matters
- Virtual data room setup - financial section
- Merchant banker queries resolution
- Legal advisor financial queries support
- SEBI observation responses (financial matters)
- Comfort letter preparation for merchant banker

h. AUDIT COORDINATION & CERTIFICATIONS

- Coordination with statutory auditors / Auditors to the IPO issue
 - Coordination with peer review auditors
 - Special audit (if required by SEBI)
 - Certificate on use of funds (post-listing)
 - Coordination with CS team, legal, Statutory Auditors and other teams as required
 - Incorporation of investment details in suitable method
- i.** The firm shall comply with any additional tasks related to financial advisory services for the IPO, as may be assigned by the Company from time to time, even if such tasks are not expressly specified above

5. Eligibility criteria:

Sr. No.	Eligibility Criteria	Maximum Marks
1	INITIAL PUBLIC OFFERS (IPO) EXPERIENCE	
1.1	Experience as Auditor/ Advisory for IPO related filing (DRHP or RHP or Prospectus) with issue size of Rs. 1000 Cr and above. (Fresh Issue + Offer for Sale) in 7 years (FY 2019-20 to FY 2025-26) (1 assignment * 30 marks)	30
1.2	Experience as Auditor/ Advisory for IPO / QIB related filing (DRHP or RHP or Prospectus) with issue size of Rs. 1000 Cr and above. (Fresh Issue + Offer for Sale) in 7 years (FY 2019-20 to FY 2025-26) in Public Sector Undertakings [2 assignments X 15 marks]	30
1.3	Number of engagements with experience as Auditor / Advisory for IPO related filing (DRHP or RHP or Prospectus) in 7 years (FY 2019-20 to FY 2025-26) below Rs. 1000 Cr : [3 assignments X 5 marks]	15
2	PRESENTATION/METHODOLOGY	
2.1	Presentation on the in-person methodology, covering team deployment, expertise, and experience. Also outlining the professional approach adopted to ensure timely and effective completion of the assignment	25
	TOTAL	100

Notes:

- a. All experience must be supported by documentary evidence, including engagement letters / completion certificate or relevant extracts from DRHP/RHP evidencing the auditor's role.
- b. Experience Period Considered: The experience period considered is from FY 2019-20 to FY 2025-26 (7 years).
- c. The minimum qualifying marks required are 85 out of 100.
- d. Working with top-tier BRLMs (Big 4 Investment Banks) and legal counsels will be given preference.
- e. The Chartered Accountant Firm must have a minimum of 10 partners holding valid Certificates of Practice issued by ICAI. In addition, the firm's GST Registration Certificate and PAN copy should be enclosed.
- f. The Chartered Accountant firm should not be blacklisted by any Government/Authority/CPSE/Autonomous Body. The self-declaration shall be provided by the bidding firm.

6. Estimated Cost:

The estimated cost of the tender is **Rs.3 lakh** per month plus applicable tax for **six months** extendable till the submission of DRHP to SEBI. The engagement for consultancy services may be further extended, as required, during the IPO process and post-listing period, on the same terms and conditions. Subsequently, after such period as the KPL may consider, at its discretion and subject to requirement, engage the same team under the same terms and conditions of this tender.

7. Deployment of Personnel

The scope of services shall encompass the deployment of a dedicated on-site team comprising **One (1)** Qualified Chartered Accountant and two **(2)** CA Inter Assistants with demonstrated working knowledge of IPO-related financial processes, regulatory compliance, and proficiency in SAP-ERP and MS Office applications, who shall be stationed at KPL's Finance Department throughout the entire duration of the assignment on all working days during prescribed office hours. A Senior-level professional team comprising Team Mentor, Partner-In Charge, and Assisting Partner from the CA firm shall oversee the functionalities of the deployed team and deliverables and ensuring quality and adherence to standards throughout the assignment period.

The team shall also attend and actively participate in discussions and meetings with KPL Management as and when required during the course of the assignment.

8. Tenure of the Assignment:

- Date of commencement of the Assignment will be notified by KPL.
- Tenure shall be initially for 6 months from the date of notification and extendable during the IPO process and post listing till handholding, at KPL's discretion and subject to the same terms and conditions of this tender.

9. General Terms and Conditions:

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

10. Payment Terms & Conditions

The total professional fee for the engagement shall be **Rs. 3,00,000/- (Rupees Three Lakhs Only) per month**, payable upon satisfactory completion of the defined scope of work and achievement of designated tasks. Payments shall be released against submission of a Tax invoice along with a Tasks completion report duly acknowledged by KPL's authorized signatory. All applicable taxes including GST shall be payable additionally as per prevailing statutory rates.

11. Paying Authority

The payments as per the Payment terms mentioned above shall be paid against the Tax invoices which may be sent to “**Chief Manager (Finance), Kamarajar Port Limited, 2nd & 3rd Floor, Jawahar Building No-17, Rajaji Salai, Chennai – 600001**”.

12. Evaluation Criteria:

The evaluation of consultants will be based on a two-step process: -

- a) Bidders scoring a minimum of 85% marks in the Eligibility criteria shall alone qualify for Price bid opening and final evaluation.
- b) The lowest price bid received from the technically eligible firms would be declared as successful bidder and shall be recommended for award of the assignment

13. Cancellation of Tender Process

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

14. Expenses

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

15. Performance Security

Rs.1 lakh shall be paid by furnishing Bank guarantee or DD to KPL.

16. Termination Clause:

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

17. Force Majeure:

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify KPL in writing of such conditions and the cause thereof within seven days. Unless otherwise directed by Kamarajar Port Limited in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Authorized Signatory

The selected Bidder shall designate the authorized signatory(ies) empowered to discuss, correspond, and coordinate with KPL in relation to the obligations arising under this assignment.

At the time of execution of the agreement, the selected Bidder shall submit a formal Letter of Authorization authorizing the concerned official(s) to discuss matters, execute agreements, and sign all related documents on behalf of the firm in connection with this Financial Advisory Services assignment for IPO.

19. Right To Reject Bids

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

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

20. Assignment

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

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

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

21. Governing Language

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

22. Governing Law/Jurisdiction

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

Cover 2- Financial Cover (Price Bid Format) *

Sr. No	Description	Amount in INR	Amount
		In Figures (Per month)	in INR In Words (per month)
1.	Chartered Accountant firm for Financial Advisory Services for IPO at KPL as per Scope of work of Tender and other terms and conditions as indicated in the Tender document.		
	Total		

Notes:

- 1) The quoted rate is for one month from the date of work order. No escalation on payment for this assignment.
- 2) The above fees would include all local travel, conveyance, printing and stationery, other out-of-pocket expenses and all taxes and duties excluding applicable GST which will be paid on submission of proper tax invoices.
- 3) Payment is to be made on monthly basis as per Tender conditions and against Tax invoice.
- 4) The financial evaluation of the price will be based on the Base price excluding GST.

Authorised Signatory

Name

Address.....

Seal.....

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into on this ___ day of _____ of 2026 (“Effective Date”) by and between the following parties:

Kamarajar Port Limited, a company incorporated under the Companies Act, 1956, having its Registered office at 2nd & 3rd Floor, Jawahar Building, No-17,Rajaji Salai, Chennai – 600 001 (hereinafter referred to as “Client”) and

_____ having its office at _____
(hereinafter referred to as “Firm”);

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

Both Parties hereby agree as follows in relation to Confidential Information to be disclosed by the Client to the Firm for the purpose of providing Financial Advisory Services in connection with the proposed Initial Public Offering (IPO) of KPL (hereinafter referred to as the “Assignment”).

1. All communication, information, or data, in any form, disclosed by the Client to the Firm, which is designated as confidential or which by its nature ought reasonably to be treated as confidential and which is to be protected hereunder against unrestricted disclosure or competitive use by the Firm, shall be deemed to be “Confidential Information”.
2. All Confidential Information, if in writing or other tangible form, shall be labeled or marked as “Confidential” at the time of its delivery from the Client to the Firm. Confidential Information disclosed orally, visually, or in any intangible form shall be identified as “Confidential” at the time of disclosure and summarized in writing, marked as “Confidential”, and transmitted by the Client within five (5) working days of such disclosure.
3. This Agreement shall remain valid during the entire period of the Assignment. The obligations of confidentiality under this Agreement shall survive the expiration or termination of the Assignment for a period of five (5) years, unless earlier waived in writing by the Client.
4. The Firm undertakes and agrees that any Confidential Information disclosed hereunder shall be used solely for the purpose of the Assignment and shall not be disclosed or disseminated to any person except to its partners, directors, consultants, employees, and advisers (collectively referred to as “Authorized Personnel”) who have a need to know such Confidential Information for the purpose of the Assignment.

5. The Firm shall ensure that its Authorized Personnel are bound by obligations of confidentiality no less stringent than those contained herein.
6. Confidential Information shall not include information which :
 - a. is publicly available or has become generally available to the public other than as a result of a breach of this Agreement;
 - b. was already lawfully known (without restriction on disclosure) to Firm (including its Authorized Personnel) prior to its being so furnished by the Client;
 - c. has become available to Firm (including its Authorized Personnel) on a non-confidential basis from a source other than the Client unless to the knowledge of Firm such sources owes a duty of confidentiality to the Client;
 - d. has been independently developed, by or for Firm without reference to the Confidential Information; or
 - e. is required to be disclosed under applicable law, rules, regulations, SEBI requirements, stock exchange requirements, professional obligations, or pursuant to any order of a court or regulatory authority, or where disclosure is made in connection with any claim by the Firm or in connection with any claim or potential claim against the Firm.
7. The Firm shall use all reasonable safeguards against the unauthorized disclosure of Confidential Information and shall use reasonable endeavors to ensure that all of its Authorized Personnel having access to such Confidential Information adhere to the terms of this Agreement.
8. Upon expiration of this Agreement or sooner upon written request of the Client, all Confidential Information in the possession of Firm shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, Firm may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations.
9. It is understood that this Agreement is not intended to, and does not, obligate either party to enter into any further agreements or to proceed with any relationship or other transaction.
10. Any failure or delay by either party in exercising any right, power or privilege hereunder shall not constitute a waiver hereunder nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
11. This Agreement supersedes any prior such agreement. The Agreement cannot be amended in any manner, modified except by a written instrument signed by authorized representatives of both Parties.

12.If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

13.The Agreement and all matters relating to this Agreement shall be governed by, and interpreted and construed in accordance with the Indian Law and the courts in Chennai shall have exclusive jurisdiction over all matters, disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have executed this Agreement on the date first above written.

Signed for and on behalf of

Name :

Designation :

Date :

Company Stamp :

Signed for and on behalf of

[KAMARAJAR PORT LIMITED]

Name :

Designation :

Date :

Company Stamp :

Signed for and on behalf of Firm.

MODEL CONTRACT AGREEMENT

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

This CONTRACT (hereinafter together withappendices attached hereto called the Contract) is made onday of2026 between **KAMARAJAR PORT LIMITED** on the one part (hereinafter called “**KPL**”) and M/s..... (hereinafter called the Audit Firm) on the other part (Notwithstanding such association, the Firm will be represented hereunder at all times by which will retain full and undivided responsibility for the performance of the obligations hereunder and for satisfactory completion of the services to be performed hereunder.)

WHEREAS the Kamarajar Port Limited has awarded the work for Appointment of Chartered Accountant firm for Financial Advisory services for IPO – on Retainership Basis WHEREAS the Audit Firm has agreed to provide the services in accordance with the Terms of Reference and all Conditions set forth in this contract.

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

Binding Signature of
Kamarajar Port Limited

Binding Signature of
Audit Firm

Witness:

1.

2.

Witness

1

2.