

Expression of Interest

For

Leasing of Manufacturing Facility for Wood based Industries

At

Punalur, Kollam District, Kerala

Kerala Industrial Infrastructure Development Corporation

KINFRA HOUSE, Sasthamangalam, Trivandrum 695010

www.kinfra.org

CONTENTS

1	INTRODUCTION.....	3
1.1	BACKGROUND	3
1.2	LEASE/ LEASE TERMS IN BRIEF	5
1.3	BRIEF DESCRIPTION OF APPLICATION PROCESS	8
1.4	SCHEDULE FOR BIDDING PROCESS	9
2	INSTRUCTIONS TO APPLICANTS	10
A.	GENERAL	10
2.1	Scope of Application	10
2.2	Eligibility of Applicants.....	10
2.2.1	10
2.3	Change in composition of the Consortium	17
2.4	Number of Applications.....	17
2.5	Application and other costs.....	17
2.6	Site visit and verification of information	17
2.7	Right to accept or reject any or all Applications /Bids.....	18
B.	DOCUMENTS	20
2.8	Contents of the EOI.....	20
2.9	Clarifications	21
2.10	Amendment of EOI.....	22
C.	PREPARATION AND SUBMISSION OF APPLICATION	22
2.11	Language	22
2.12	Format and signing of Application.....	23
2.13	Sealing and Marking of Applications and Proposal	23
2.14	Application Due Date.....	27
2.15	Late Applications.....	27
2.16	Modifications/ substitution/ withdrawal of Applications	27
D.	EVALUATION PROCESS	28
2.17	Opening and Evaluation of Applications.....	28
2.18	Confidentiality.....	29
2.19	Tests of responsiveness	30
2.20	Clarifications	31
E.	QUALIFICATION AND BIDDING.....	31
2.21	Short-listing and notification.....	31
2.22	Submission of Bids.....	32
2.23	Proprietary data.....	32
2.24	Correspondence with the Applicant.....	32
3	CRITERIA FOR QUALIFICATION.....	33
3.1	Evaluation parameters for qualification	33
3.2	Details of Experience.....	33
3.3	Financial information for purposes of evaluation.....	34
3.4	Short-listing of Applicants.....	34
4	CRITERIA FOR EVALUATION OF PROJECT PROPOSAL	34
5	FRAUD AND CORRUPT PRACTICES.....	35
6	PRE-APPLICATION CONFERENCE.....	37
7.	MISCELLANEOUS	38
	APPENDIX I.....	40
	APPENDIX II	57
	APPENDIX III.....	60
	APPENDIX IV	64
	SCHEDULE 1	69

1 INTRODUCTION

1.1 Background

- 1.1.1 Kerala Industrial Infrastructure Development Corporation (KINFRA) is one of the professionally managed infrastructure development agency under Department of Industries of the Government of Kerala (GoK). Incorporated in 1993 as an autonomous body under the Kerala Industrial Infrastructure Development Act of 1993, KINFRA is engaged in implementing projects such as industrial parks, SEZ, investment in joint venture companies, land bank projects etc.
- 1.1.2 KINFRA on behalf of Government of Kerala is trying to attract investments in the state from private sector for the development of industrial infrastructure and industrial production in the state. KINFRA envisages developing industrial parks and production units by utilizing strategic land parcels available in Kerala with a PPP approach. Major activities include development of industrial infrastructure, electrical power distribution, general infrastructure development etc.
- 1.1.3 **Brief particulars of the Project covered under this EOI (bid) document:** Leasing out the existing wood based products manufacturing facilities of Travancore Plywood Industries Limited (A defunct government undertaking), including factory, ware house, all plant and machinery, land adjoining the facility comprising about 26.65 acres at Punalur, Kollam District, now in possession of KINFRA, at a pre fixed lease rent, for an initial period of 30 years.
- 1.1.4 KINFRA intends to short-list suitable Applicants and award the Project through an open and transparent process in accordance with the procedure set out herein.

- 1.1.5 The selected Applicant, who is a company incorporated under the Companies Act, 1956 , shall be responsible for obtaining appropriate and requisite licenses, operating the manufacturing facility as detailed in the Schedule, including designing, re-engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the lease agreement (the " Lease/ Lease Agreement") to be entered into between the selected Applicant and KINFRA in the form to be provided by KINFRA , as part of the Documents pursuant hereto.
- 1.1.6 The scope of work will broadly include diversification, modernization and capacity enhancement and operation and maintenance thereof of the plant and facilities for the manufacture of wood and other allied wood based products at the facility detailed in the Schedule. The brief project details are tabulated as under:

Sl No	Particulars	Remarks
1	Factory buildings (2)	11,000 sq mtr
2	Office buildings	450 sq Mtr
3	Adjoining land / yard	26.65Acres appx
4	Licensed / Installed capacity (License expired on 31.12.2002)	27 lakh sq mtr of 4 mm plywood
5	Power - Connected load	550 KW (Temporarily disconnected)
6	Plant and Machinery	As is where is condition. List of major items given as Schedule 1
7	Employees	Nil

- 1.1.7 A Project profile providing a brief outline on the project site and the proposed project components is available for 'reference only' with KINFRA.
- 1.1.8 Proposed capital cost/investment of the Project (the "**Estimated Project Investment/ Cost**") will have to be specified in the documents submitted by the Applicant, and shall be the minimum investment commitment in the aforesaid project from the selected Applicant. The proposed investment, time frame for commencement of production and guaranteed employment shall be the factors for final selection.

1.2 Lease/ Lease terms in brief

- 1.2.1 The lease is for a period of thirty (30) years from the date of signing the lease agreement. The lease rent payable for the facilities per year will be made available on the web site of KINFRA on or before 16th September 2010.
- 1.2.2 There is a lock in period of five years for both the parties in the ordinary course of events. If the Lease is terminated by the Applicant before completion of the lease period of 30 years, or the Lease is terminated by KINFRA for violation or breach of the terms and conditions of the Lease Agreement by the Lessee, the Security Deposit furnished by the Applicant under Clause 1.2.5 will be forfeited in the following way. i) Before completion of first five years of the lease period will result into 100 % forfeiture of security deposit ii) After completion of five years but before completion of ten years of the lease period will result into 75 % forfeiture of security deposit iii) After completion of ten years but before completion of 15 years of the lease period will result into 50 % forfeiture of security deposit. iii) After completion of 15 years but before completion of 30 years of the lease period will result into 25 % forfeiture of security deposit.

- 1.2.3 The award of the lease will be based on the lease rent fixed by KINFRA as stated in clause 1.2.1, being accepted by the Applicant, the investment in the project, time frame for commencement of production and guaranteed employment.
- 1.2.4 The 12 months lease rent should be paid as advance at the time of signing of the Lease Agreement by demand draft in favour of KINFRA payable at Trivandrum. Thereafter, the monthly lease rent will have to be paid in advance before the fifth of every month.
- 1.2.5 The selected Applicant will have to deposit as cash a sum equivalent to 12 (Twelve) months lease rent or a Bank Guarantee for equivalent amount, from any of the nationalised bank, as Security Deposit within 15 days from the date of receipt of the letter of acceptance. The Security Deposit will not carry any interest and is refundable only at the end of the lease period, subject to other provisions contained in the lease deed. The Applicant is responsible for renewal of the Bank Guarantee for the appropriate amount and period. Non-renewal of the bank guarantee will amount to violation of terms of the agreement.
- 1.2.6 Any default in payment of lease rent by the selected Applicant will carry interest @ 11.75 % p.a. or such other rates as fixed by KINFRA from time to time, from the due date to the date of payment on the amount of default.
- 1.2.7 The selected Applicant, with whom the lease agreement is executed by KINFRA is responsible for keeping the machinery and other equipment in good working condition during the period of lease. He has also to ensure that the property/machinery under the lease agreement, is kept insured for the appropriate value during the tenure of the lease. The Applicant is strictly prohibited from shifting the existing machinery and

equipments from the premises. If any machinery needs to be scrapped, KINFRA shall undertake to arrange for the same and realize its value.

1.2.8 The Applicant is not authorised to carry out any alteration/additional construction in the premises handed over to him for operation by KINFRA without specific permission from KINFRA. The stock of materials available at the site/ factory shall be evaluated at the time of awarding the lease and the Applicant is free to buy the same.

1.2.9 After obtaining permission from KINFRA, the Applicant i.e. lessee may install new machinery of the appropriate technology at his cost to diversify and or enhance the production level of the plant. For doing so whatever arrangements required such as provision of utilities and to obtain various permissions/clearances etc are to be arranged by the lessee. KINFRA or GoK is not responsible for effecting any payment to the lessee for such installation/alterations etc. The selected Applicant will have to submit detailed list of machinery to be installed for approval from KINFRA. At the expiry or termination of the lease period, the Applicant is free to remove all the machineries or equipments brought and installed by them.

1.2.10 While running the facility the lessee will be responsible for purchase of raw material , consumables, payment of salary and wages to the staff and workers , payment of all statutory dues such as provident fund/insurance, property and other taxes , water/electricity charges and all running expenses of the facility.

1.2.11 If the lessee decides to go for diversification the lessee can do so with prior approval from KINFRA. The lessee shall obtain all licenses and permissions for running the plant from the appropriate authorities.

1.3 Brief description of application Process

- 1.3.1 KINFRA has adopted a two-stage (two envelopes) process (collectively referred to as the "EOI Process ") for selection of the Applicant 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 and qualifies the eligibility criteria in accordance with the provisions of this EOI (the "Application ") At the end of this stage, KINFRA shall open the "second envelope "containing the proposal for further evaluation by a Committee to be constituted by KINFRA.
- 1.3.2 In the Qualification documents it would be required to furnish the information specified in this EOI. Only those applicants who qualify shall have their proposal opened for evaluation. The Applicants are advised to visit the site and familiarise themselves with the Project prior to submission of the EOI so as to submit their most appropriate proposal.
- 1.3.3 The Applicants are called upon to submit their technical and financial offers in respect of the Project, in accordance with the EOI and other documents to be provided by the KINFRA.
- 1.3.4 The Applicant will be required to deposit, along with its EOI, an earnest money deposit equivalent to INR 30 Lakhs (Indian Rupees Thirty Lakhs) (the "EMD"), refundable to applicants who are not selected, not later than 90 days from the EOI Due Date . The EMD shall be forfeited if the Applicant withdraws from the bid after opening of the bid but before executing the agreement with the selected Applicant. The Applicants will have an option to provide Bid Security in the form of a demand draft or a bank guarantee (as per format to be provided by KINFRA and from a

nationalized bank only) acceptable to KINFRA and in such event, the validity period of the demand draft or 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 KINFRA and the Applicant from time to time .The EOI shall be summarily rejected if it is not accompanied by the bid security.

1.3.5 Any queries or request for additional information concerning this EOI shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes communications shall clearly bear the following identification/title:

"Querries/Request for Additional Information: EOI for Leasing of the plywood manufacturing facility at Punalur."

1.4 Schedule for bidding process

KINFRA shall endeavor to adhere to the following schedule:

<u>Event Description</u>	<u>Date</u>
1. Last date for receiving queries	16 th September 2010
2. Pre application conference	30 th September 2010
3. Application due date	10th October 2010

The EOI documents shall be purchased from the office of KINFRA, from 1st September to 29th September 2010, during working hours on working days

against payment of Rs. 5,000 (Indian Rupee Five thousand only) towards cost of the document by way of a crossed demand draft from any nationalized bank in India, drawn in favour of KINFRA payable at Trivandrum .

Only those applicants, who have purchased the EOI document as mentioned above, shall be entitled to submit their Application.

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

2.1.1 KINFRA wishes to receive Applications for Qualification in order to Short-list Applicants as per the criteria mentioned in this document.

2.1.2 Proposals submitted by Short-listed Applicants shall only be considered for evaluation by the Committee constituted by KINFRA.

2.2 Eligibility of Applicants

2.2.1

- (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, Applicant(s) applying individually or as a Lead member of a Consortium, as the case may be, cannot be member of another Applicant Consortium. The term Applicant used herein would apply to both a single entity and a Consortium. For the purposes of this EOI, an entity would be construed as:

- i. A Company which is registered in India under the provisions of the Companies Act, 1956, or
 - ii. Any foreign company in joint venture/consortium with an Indian company, as per applicable FDI norms and RBI regulations.
- (b) An Applicant may be a private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.5 below.
- (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 may be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i. such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is equal or less than 26% of its paid up and subscribed capital; or
 - ii. a lead member of such Applicant/Consortium is also a constituent of another Applicant/Consortium; or
 - iii. such Applicant receives or has received any direct or indirect accommodation from any other Applicant, or has provided any such accommodation to any other Applicant; or
 - iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- vi. such Applicant has participated as a consultant to the KINFRA in the preparation of any documents, design or technical specifications of the Project.

2.2.2 To be eligible for short-listing, an Applicant shall fulfill the following conditions of eligibility:

- A. **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Applicant shall, preceding the Application Due Date, have met anyone of the following criteria:
 - i. Experience in establishing, and / or operating/managing any manufacturing facility in the field of plywood, furniture, composite boards or other wood processing sectors in India in the past 10 (ten) years preceding the Application Due Date, with a capital investment of not less than Rs.5 Crores .
 - ii. Experience of developing and or operating at least one industrial Project in India having a project cost of at least Rs.10 Crores (Indian Rupees Ten Crores) or its equivalent in the last 10 (Ten) years preceding the Application Due Date.
 - iii. In case of a Consortium, the Technical Capacity can be met by any member of the Consortium, provided that the said member shall remain part of the Consortium for at least a minimum period of 5 (five) years from the commencement of the commercial operations of the project and associated developments.

- B. **Financial Capacity:** The Applicant shall have a minimum Net worth of INR 10 Crores (Indian Rupees ten Crores) as at the close of the preceding financial year (the "Financial Capacity").

- C. In case of a Consortium, the financial capacity of those members, who have a share of at least 26% each in such, should satisfy the above condition of eligibility (financial capacity). Such members of the consortium shall remain part of the Consortium for at least a minimum of 5 (five) years from the date of commencement of the commercial operation of the project.

- 2.2.3 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexure, the following:
- i. Certificate(s) in original from its statutory auditors, in respect of the projects specified in paragraph 2.2.2(A) above. In case a particular project has been jointly executed by the Applicant (as part of a consortium), they should further support for the portion of work done for that particular job/ contract by producing a certificate from its statutory auditor, and
 - ii. Certificate(s) in original from its statutory auditors 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 as below.

[For the purposes of this EOI, 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 accrued liabilities.]

- 2.2.4 The Applicant should submit a Power of Attorney as per the format as given in Appendix-II, duly notarized and on stamp paper of appropriate value, issued and signed by the Applicant in favour of a specified person to act as the official representative of the Applicant for the purpose of signing documents, making corrections/modifications and interacting with KINFRA and acting as the contact person.

2.2.5 Where the Applicant is a Consortium, it should comply with the following additional requirements:

- a) Number of members in a consortium should be limited to 4 (four)
- b) subject to the provisions of clause 2.2.2, the Application should contain the information regarding each member of the Consortium;
- c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have a share of at least 26% in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format provided in 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 parties to a Consortium shall form an appropriate Special Purpose Vehicle (the "SPV"), incorporated under the Indian Companies Act, 1956, to execute the Project if awarded to the Consortium; and
- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Jt, Bidding Agreement") for the purpose of making the Application and submitting Bid in the event of being short-listed. The Jt. Bidding Agreement shall, inter alia:
 - i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this EOI, which would enter into the Lease Agreement and subsequently carry out all the

- responsibilities as Lessee in terms of the Lease Agreement, in case the Project is awarded to the Consortium;
- ii. clearly outline the proposed roles and responsibilities of each member at each stage;
 - iii. commit the minimum equity stake to be held by each member in the SPV and
 - iv. Include a statement to the effect that all members of the Consortium shall, till such time they incorporate an SPV and provide the specified performance security or bond, be liable jointly and severally for execution of the Project in accordance with the terms of the EOI and the bid submitted by the consortium.

(Note: A copy of the Jt. Bidding Agreement should be submitted along with the Application. The Jt. Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Application shall be considered non-responsive).

2.2.6 The following conditions shall be adhered to while submitting the Application:

- i. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexure is insufficient.
- ii. in responding to the qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- iii. in case the Applicant is a consortium, each member of the Consortium should substantially satisfy the qualification requirements to the extent specified herein.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium, either during the bid stage or thereafter, shall be made only with the prior approval of KINFRA obtained in writing.

2.4 Number of Applications

An Applicant is eligible to submit only 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.

2.5 Application and other costs

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in either the Stage or the Bid. KINFRA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Site visit and verification of information

2.6.1

- (a) Applicants are advised to submit their respective Applications after visiting the Project site and ascertaining and satisfying for themselves the site conditions, terrain, 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.
- (b) For any assistance in respect to the site visit the Applicants can contact the following office at the addresses given below:

The Managing Director,
KINFRA, Sasthamangalam, Trivandrum 695010
Tel 2726585

Or

The Managing Director,
Travancore Plywood Industries Ltd,
KINFRA Annexe, Vellayambalm, Trivandrum 695010
Te.2727282

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

- a) made a complete and careful examination of the EOI;
- b) received all relevant information requested from KINFRA;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of KINFRA relating to any of the matters referred to in Clause 2.6.1 above; and
- d) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3 KINFRA shall not be liable for any mistake or error on the of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the EOI or the Bidding Process, including any error or mistake therein or in any information or data given by KINFRA.

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

2.7.1 Notwithstanding anything contained in this EOI, KINFRA 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.

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

- a) at any time, a material misrepresentation or a false information is provided by the applicant which is subsequently noticed by KINFRA , or
- b) the Applicant does not provide, within the time specified by KINFRA , the supplemental information sought by KINFRA for evaluation of the Application.
 - i. Such misrepresentation/improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium shall be disqualified/ rejected.

2.7.3 In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, 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 Lessee , either issue of the LOA or entering into of the Lease, and if the LOA has been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by KINFRA to the Applicant, without KINFRA being liable in any manner whatsoever to the Applicant.

2.7.4 KINFRA reserves the right to verify all statements, information and documents submitted by the Applicant in response to the EOI. Failure of KINFRA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of KINFRA there under.

B. DOCUMENTS

2.8 Contents of the EOI

This EOI 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 and corrupt practices
- Section 5. Pre bid conference
- Section 6. Miscellaneous

Appendices

- 1) Letter comprising the Application.
- 2) Power of Attorney for signing of Application.
- 3) Power of Attorney for Lead Member of Consortium

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the EOI may notify KINFRA in writing or by fax and e-mail in accordance with Clause 2.13.3 They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. KINFRA shall endeavor 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 fax or e-mail. KINFRA will forward all the queries and its responses thereto, to all purchasers of the EOI without identifying the source of queries.

2.9.2 KINFRA shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, KINFRA 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 KINFRA to respond to any question or to provide any clarification.

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

2.9.4 The Applicants shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Applicants.

2.10 Amendment of EOI

2.10.1 At any time prior to the deadline for submission of Application, KINFRA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the EOI by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the EOI.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, KINFRA may, at its own 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 appropriate translations of the pertinent passages in the English language. 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 EOI. KINFRA will evaluate only those Applications/ proposals that are received in the required formats and complete in all respects. Incomplete and/or *conditional* Applications/ proposals shall be liable to rejection.

2.12.2 The Applicant shall prepare one original set of the documents comprising the Application and the Proposal (together with originals/copies of documents required to be submitted along therewith pursuant to this *EOI*) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Application and Proposal, marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.12.3 The Application/ Proposal and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application/ Proposal shall contain page numbers and shall be hard bound.

2.13 Sealing and Marking of Applications and Proposal

Application for Qualification

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as "**APPLICATION**". The Applicant shall seal the original and each copy of the

Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPIES". The envelopes shall then be sealed in an outer envelope again marked "APPLICATION FOR QUALIFICATION".

2.13.2 Each envelope shall contain:

- i. Application in the prescribed format (Appendix-I) along with Annexure and supporting documents;
- ii. Power of Attorney for signing the applications 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 Joint Bidding Agreement, in case of a Consortium;
- v. copy of Memorandum and Articles of Association, of the Applicant/ Consortium entities.
- vi. copies of Applicant's/ each Consortium member's duly audited balance sheet and profit and loss account for the last preceding 3 (Three) years; and
- vii. any other sector or project-specific requirement that may be specified by KINFRA.

Each of the envelopes shall clearly bear the following identification:

"Application for Qualification for Leasing out the existing manufacturing facilities of Travancore Plywood Industries at Punalur, Kollam District "

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

The Managing Director,
KINFRA,
Sasthamangalam,
Trivandrum 695010

2.13.4 If the envelopes are not sealed and marked as instructed above, KINFRA assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

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

Project Proposal

2.13.6 The Applicant shall submit the Proposal in the format specified at Appendix-III, and seal it in an envelope and mark the envelope as "PROPOSAL". The Applicant shall seal the original and each copy of the proposal, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPIES". The envelopes shall then be sealed in an outer envelope again marked "PROJECT PROPOSAL".

2.13.7 Each envelope shall contain:

- i. Proposal in the prescribed format (Appendix-IV) along with Annexure and supporting documents(Project report/ Business plan, etc);

- ii. Any other project-specific requirement that may be specified by KINFRA.

The envelope shall clearly bear the following identification:

"Proposal for Leasing out the existing manufacturing facilities of Travancore Plywood Industries at Punalur, Kollam District "

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of the envelope.

2.13.8 The envelope shall be addressed to:

The Managing Director,
KINFRA,
Sasthamangalam,
Trivandrum 695010

2.13.9 If the envelopes are not sealed and marked as instructed above, KINFRA assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.13.10 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 on or before 5 PM on 10th October 2010 the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this EOI. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 KINFRA 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 received by KINFRA 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 KINFRA prior to Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the

envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.16.3 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 KINFRA, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

2.17.1 KINFRA shall open the Applications at 5 PM on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 KINFRA will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 Applicants are advised that qualification of applicant will be entirely at the discretion of KINFRA. 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 KINFRA, its agents, successors or assigns, but shall be

binding against the Applicant if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.

2.17.6 KINFRA reserves the right not to proceed with the evaluation of the proposal Process at any time without notice or liability and to reject any Application without assigning any reasons.

2.17.7 The envelopes containing the proposals of ONLY qualified applicants will be opened at a date and time to be intimated by KINFRA after opening the envelopes containing the application for qualification. KINFRA may at its discretion call on the applicants for making a presentation of their proposal.

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 KINFRA in relation to, or matters arising out of, or concerning the Bidding Process. KINFRA 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. KINFRA 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 KINFRA.

2.19 Tests of responsiveness

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

- a) it is received as per format .
- b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- c) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13;
- d) it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4 and Clause 2.2.5(c);
- e) it contains all the information (complete in all respects) as requested in this EOI;
- f) it contains information in formats same as those specified in this EOI;
- g) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.5(g);
- h) it does not contain any condition or qualification; and
- i) it is not non-responsive in terms hereof.
- j) the contents of the Application fulfills the requirement as specified in 2.13.2

2.19.2 KINFRA reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by KINFRA in respect of such Application.

2.20 Clarifications

- i. To facilitate evaluation of Applications, KINFRA may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by KINFRA for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- ii. If an Applicant does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, KINFRA 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 KINFRA.

E. QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of Applications, KINFRA would shortlist the qualified Applicants (Applicants) who are eligible for being considered for opening their project proposal. KINFRA will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

The Applicants have to submit the proposal in the manner to be set out in the EOI Document.

Only qualified Applicants shall be eligible to be considered for evaluating their project proposal.

2.23 Proprietary data

All documents and other information supplied by KINFRA or submitted by an Applicant to KINFRA shall remain or become the property of KINFRA. 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. KINFRA will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

KINFRA shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3 CRITERIA FOR QUALIFICATION

3.1 Evaluation parameters for qualification

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 above 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 Details of Experience

3.2.1 The Applicant should furnish the details of Technical Capacity for the past 10 (ten) years as applicable preceding the Application Due date.

3.2.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.2.3 The Applicant should furnish the required information and evidence in support its claim of Technical Capacity, as per format at Annex-II (A & B) of Appendix-I,

3.3 Financial information for purposes of evaluation

3.3.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each member in case of a Consortium) for the last 3 (Three) financial years, preceding the year in which the Application is made.

3.3.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for three years preceding the year for which the Audited Annual Report is not being provided.

3.3.3 The Applicant must establish a minimum Net worth of Rs.10 Crores (Rupees Ten crores) as specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.4 Short-listing of Applicants

3.4.1 The Applicants who meet the eligibility criteria specified in Clause 2.2.2 shall be shortlisted for evaluating their project proposal.

4 CRITERIA FOR EVALUATION OF PROJECT PROPOSAL

- 4.1 The project proposal shall be evaluated on the basis of the committed project investment, time frame for implementation and guaranteed employment generation.
- 4.2 The evaluation will be based on the highest combined score awarded to the above three components; each

component will be awarded the highest score of 100. For the highest offer for project investment and employment generation will be awarded a score of 100 each, and others will be awarded scores that are proportional to their offers.

- 4.3 In the case of time frame for completion of the project the offer for the shortest period of time (in months) for implementation of the project will be awarded a score of 100 and others will be awarded a score that is inversely proportional to their offer.
- 4.4 The Applicant who scores the highest total score for all the three components together will be considered as the successful Applicant for awarding the project.

5 FRAUD AND CORRUPT PRACTICES

5.1 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, KINFRA shall 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.

5.2 Without prejudice to the rights of KINFRA under Clause 4.1 hereinabove, if an Applicant is found by KINFRA 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 EOI issued by KINFRA during a period of 2 (two) years from the date such Applicant is found by KINFRA 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 maybe.

5.3 For the purposes of this Clause 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 KINFRA 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 Lease Agreement or arising there from, 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 KINFRA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of KINFRA 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 KINFRA 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.

6 PRE-APPLICATION CONFERENCE

6.1 A Pre-Application conference of the entities who have purchased the EOI documents before the last date mentioned in the EOI, may be convened by KINFRA at the designated date, time and place, which would be communicated to the parties.

6.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of KINFRA. KINFRA shall endeavor 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.

7. MISCELLANEOUS

7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kerala shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

7.2 KINFRA, 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) qualify or not to 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 KINFRA by, on behalf of, and/ or in relation to any Applicant; and/ or
- (e) Independently verify, disqualify, reject and/ or any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

7.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases KINFRA, 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, pursuant hereto and/ or in connection herewith and waives any and all rights

and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX I
Letter Comprising the Application for Pre-Qualification
(Refer Clause 2.13.2)

Dated:

To,
The Managing Director,
KINFRA, Sasthamangalam, Trivandrum 695010

Sub: Application for pre-qualification for Leasing out the existing manufacturing facilities of Travancore Plywood Industries, Thiruvananthapuram, (Kerala).

Dear Sir,

With reference to your EOI document dated <<to be filled>>, I/we, having examined the EOI document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project.

1. The Application is unconditional and unqualified. The lease rent is fixed as Rs. _____ per year , with escalations as per clause 1.2 of the EOI
2. All information provided in the Application and in the Appendices and Annexures is true and correct and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Applicant for the development, construction, operation and maintenance of the aforesaid Project.

4. I/We shall make available to KINFRA any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/We acknowledge the right of KINFRA to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ we declare that:
 - a) I/We have examined and have no reservations to the EOI document including any Addendum issued by KINFRA.
 - b) I/We do not have any conflict of interest in accordance with Clauses 2.2.1(c) of the EOI document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with KINFRA or any other public sector enterprise or any government, Central or State; and

- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the EOI document.
9. I/We declare that we/Lead Member of the Consortium, are/is not a Member of a/any other Consortium applying for pre-qualification,
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.

13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate KINFRA of the same immediately.
14. The Statement of Legal Capacity as per format provided at Annexure-V in Appendix-I of the EOI document, and duly signed, is enclosed.
15. I/We understand that the selected Applicant shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Lease Agreement.
16. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by KINFRA in connection with the selection of Applicants, selection of the Applicant, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. I/We agree and undertake to abide by all the terms and conditions of the EOI document.

In witness thereof, I/We submit this application under and in accordance with the terms of the EOI document.

Yours faithfully,

Date: (Signature of the Authorised Signatory)

Place: (Name and designation of the Authorised Signatory)

Name and seal of the Applicant/ Lead Firm

Appendix I

Annex-I

Details of Applicant

1.

(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for KINFRA:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Number:

f) E-Mail Address:

g) Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone
- (e) Fax Number:

5. In case of a Consortium:

- a) The information above (1-4) should be provided for all the members of the Consortium.
- b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.5(g) should be attached to the Application.

Appendix I

Annex-I

- (c) Information regarding role of each member should be provided as per table below:

Sl no.	Name of Member	Role*{Refer clause 2.2.5(d)}	Percentage of equity in the consortium {Refer clauses 2.2.5(a)&(c)}
1.			
2.			
3.			
4.			

** The role of each member, as may be determined by the Applicant, should be indicated in accordance with instruction listed at Annex-III.*

(d) The following information shall also be provided for each member of the Consortium.

Name of Applicant / member of Consortium:

No	Criteria	Yes	No
1.	Has the Applicant/constituent of the Consortium been barred by the [Central/ State Government, or any entity controlled by them], from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6) A statement by the Applicant and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary)

Annex-II

ANNEX-II A

Technical Capacity of the Applicant
(Refer to Clauses 2.2.2(A) of the EOI)

S.No	Name of the Applicant(In case of Consortium name of the member of the Consortium)	Name, Address of Project	Project cost (Rs. Million)	Category & Narrative description of the Project	Date / Likely date of Commissioning of the Project	Equity Holding of the Applicant
1.						
2.						
'n'						

Instruction:

1. The following documents should be provided in support of the Technical Capacity for each project:
 - (a) Project completion certificate issued by the relevant Authority to the Applicant/consortium member clearly mentioning project cost and date/likely date of commissioning of project.
 - (b) Certificate from the Statutory Auditor of the entity claiming experience in the format set out as Appendix I Annex IV.
2. For category of the project, use narrative like manufacturing, chemical, software, wood based, power, road, airport etc.
3. Provide details of only those projects that have been undertaken by the Applicant under its own name or Consortium .
4. In case of Consortium, at least one member of Consortium shall meet either of the Technical Capacity criteria.

Annex-II

Appendix I

5. In case credit is claimed for any Associate, necessary evidence to establish the relationship of the Applicant with such Associate, shall be provided.
6. Project cost shall not include cost of land,
7. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 50 (fifty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the average of buying and selling rates prevailing in New York on the relevant date.

ANNEX- II-B

Technical Capacity of the Applicant

(Refer to Clauses 2.2.2 (A) (iii) and 3.2 of the EOI)

S.No	Name of the Applicant (Incase of Consortium, name of the member of the consortium)	Name and Address of the Project	Date since the project is being operated	Role & Responsibility

Instructions:

1. Applicant should submit proof of operational experience issued by the project owner/relevant Authority, which has authorised the Applicant to carry out the operations of the project facilities.
2. Applicant may also submit copy of operation & management agreement/ service agreement to demonstrate the experience shown.
3. Failing to submit any of the above, the operational experience may not be considered for the purpose of evaluation.
4. Applicant may also submit additional information on detailed roles and responsibilities.

Appendix I

Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(B), 2.2.3 (ii) and 3.3 of the EOI)

Applicant type *	Member Code **	Net Worth ***
		Year (200_)
Single entry Applicant		
Consortium Member 1		
Consortium Member 2		
Consortium Member 3		
Consortium Member 4		
TOTAL		

Instructions:

* An Applicants consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

** For Member Code, the relevant codes would be: NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member.

*** The Applicant should provide details of its own Financial Capability .

The above must be certified by the statutory auditors.

Appendix I
ANNEX-III

Instructions:

1. The Applicant/ its constituent consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 2 (two) years preceding the Application Due Date. The financial statements shall:
 - a) reflect the financial situation of the Applicant and its Associates where the Applicant is relying on its Associate's Financials;
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
3. Year 1 will be the latest completed financial year, preceding the bidding.
4. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.5 (g) of the document.
5. The Applicant shall also provide the name and address of the Bankers to the Applicant.
6. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3(ii) of the EOI document.

Appendix I
Annex-IV

Format for Certificate from Statutory Auditor

Date:

(On the Letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ [Name of the Applicant/member of Consortium/ Associate], and certify the following:

S No	Name, address of project	Project Cost	Date of commissioning	Equity holding of the applicant on the day of commissioning of the Project
1				
2				
'n'				

This certificate is being issued to be produced before Kerala Industrial Infrastructure Development Corporation (KINFRA), a Government of Kerala undertaking for leasing out the existing manufacturing facilities of Travancore Plywood Industries.

Signature and Seal of the Auditor clearly indicating his/her membership number

Appendix I
ANNEX-IV

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

The Managing Director,
KINFRA, Sasthamangalam, Trivandrum 695010
Tel 2726585

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the EOI document.

We have agreed that_____ (insert member's name) will act as the Lead Member of our Consortium

We have agreed that_____ (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the EOI. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory
For and on behalf of

**Please strike out whichever is not applicable.*

APPENDIX II

Power of Attorney for signing of Application/ Proposal

(Refer Clause 2.2.4)

Know all men by these presents, We _____
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for prequalification and submission of our bid for, Leasing out the existing manufacturing facilities of Travancore Plywood Industries proposed or being developed by Kerala Industrial Infrastructure Development Corporation (KINFRA) Government of Kerala Undertaking (the "Authority") including but not limited to signing and submission of all applications, proposals/bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to KINFRA, representing us in all matters before KINFRA, signing and execution of all contracts the Lease Agreement and undertakings consequent to of our and generally dealing with KINFRA in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Lease Agreement with KINFRA.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF____ ,20**

Appendix II

Page 2

For -----

(Signature)

(Name, Title and Address)

Witness:

1. _____
2. _____

[Notarised]

Accepted

(signature)

(Name, Title and Address)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Appendix III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.13.2)

Whereas, Kerala Industrial Infrastructure Development Corporation (KINFRA) Government-of Kerala Undertaking ("Authority") has invited application from interested parties for leasing out the existing manufacturing facilities of Travancore Plywood Industries, Thiruvananthapuram (Kerala) ("the Project").

Whereas, _____, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (EOI), and other connected documents in respect of the Project and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the

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

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

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

For _____
(Signature)

(Name & Title)

For _____

(Signature)

(Name & Title)

For _____

(Signature)

(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX IV
Letter Comprising the Project Proposal
(Refer Clause 2.13.7)

Dated:

To,
The Managing Director,
KINFRA, Sasthamangalam, Trivandrum 695010

Sub: Project Proposal Leasing out the existing manufacturing facilities of Travancore Plywood Industries, Thiruvananthapuram, (Kerala).

Dear Sir,

With reference to your EOI document dated <<to be filled>>, I/we, having examined the EOI document and understood its contents, hereby submit my/our Project Proposal for the aforesaid project.

7. The Proposal is unconditional and unqualified.

8. All information provided in the Proposal and in the Appendices and Annexures is true and correct and all documents accompanying such proposal are true copies of their respective originals.

9. This statement is made for the express purpose of undertaking the development, construction, operation and maintenance of the aforesaid Project on lease rent basis.

10. I/We shall make available to KINFRA any additional information it may find necessary or require to supplement or authenticate the statements made in the proposal.

11. I/We acknowledge the right of KINFRA to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

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

7. I/ we declare that:

e) I/We have examined and have no reservations to the EOI document including any Addendum issued by KINFRA.

f) I/We do not have any conflict of interest in accordance with Clauses 2.2.1l(c) of the EOI document; and

g) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.3 of the EOI document, in respect of any tender or request for proposal issued by or any agreement entered into with KINFRA or any other public sector enterprise or any government, Central or State; and

h) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 5 of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent

practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the EOI document.
9. I/We declare that we/Lead Member of the Consortium, are/is not a Member of a/any other Consortium applying for pre-qualification,
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory Authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate KINFRA of the same immediately.

14. The Statement of Legal Capacity as per format provided at Annexure-V in Appendix-I of the EOI document, and duly signed, is enclosed.

15. I/We understand that the selected Applicant shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Lease Agreement.

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

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

In witness thereof, I/We submit this application under and in accordance with the terms of the EOI document.

Yours faithfully,

Date: (Signature of the Authorised Signatory)

Place: (Name and designation of the Authorised Signatory) Name and seal of the Applicant/ Lead Firm

Appendix IV

Annexure I

Project Report

Project Report containing the salient features of the proposed project and its business plan including project cost, funding plan, source of raw materials, new machineries, financial projections, implementation schedule etc.

Appendix IV

Annexure II

Summary of Project Proposal for evaluation

	Proposed Project Investment (Rs lakhs)	Guaranteed employment on completion of the project (Nos)	Completion period from execution of lease agreement.(Months)
1	Rs.		
2	(Rupees_____)	(In words)	In words

Schedule 1

Sl No	Particulars	Remarks
1	Factory buildings (2)	11,000 sq mtr
2	Office buildings	450 sq Mtr
3	Adjoining land / yard	26.65 Acres Appx
4	Licensed / Installed capacity (factory license expired on 31/12/2002)	27 lakh sq mtr of 4 mm plywood
5	Power - Connected load	550 KW (Temporarily disconnected)
6	Plant and Machinery	As is where is condition. Major items As per list below.
7	Employees	Nil
8	Water	Adjacent to a river
9	Accessibility	On main road, close to Punalur Municipal Town

Unit I
Plant& Machinery - Major items
1. Veneer peeling lathe 24
2. Circular saw (Ex value motor)
3. Drying Chamber with blower pipe fitting value of motor cycle
4. Glue spreader 6”*6” excluding motor
5. Drilling machine (Vertical) light type
6. Heavy type E preethy company halls on vertical drilling
7. Circular saw bench Calcutta make excluding motor
8. Boiler with feed pump
9. Glue mixture (Calcutta)

10. Line core veneer drier
11. Veneer jointer machine
12. Splicer machine
13. Drum sander No. excluding motor
14. Hamfield type transformer testing machine
15. Hot press West Germany
16. Glue spreading machine
17. Glue mixer
18. Glue spreader4”
19. Electric Hoist
20. Veneer peeling lathe
21. Peeling lathe machine 56”

Unit II
Plant & Machinery Major items
1. Peeling Machine
2. Peeling machine
3. Slicing machine
4. Veneer roller dryer
5. Veneer roller dryer
6. Splicer jointing machine
7. Veneer clipper No.8 imported
8. Three drum sanders
9. String assembling machine
10. Hydraulic press No.1
11. Hydraulic press No.2
12. Veneer jointing gilleting(west Germany)

Other Plant & Machinery Major items
1. Boiler& accessories
2. Boiler 5 tons 268925
3. Belt sanding machine
4. Circular saw(Janatha)
5. Glue mixture No.1
6. Drying kiln with shifting plat form
7. Econ. Hydraulic test pressure pump
8. Bolier 350HP No.2
9. Band saw machine
10. Formaldehyde kettle
11. Band Dryer
12. Boiler (coal fired) No.1

