DEVELOPMENT OF INTERNATIONAL DEEPWATER SEAPORT AND CONTAINER TRANSSHIPMENT TERMINAL AT VIZHINJAM, TRIVANDRUM, KERALA WITH PRIVATE SECTOR PARTICIPATION

REQUEST FOR PROPOSAL
Volume 1

August 2007
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INVITATION FOR BIDS

Letter No.:  
Dated:

To

____________________
____________________
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Sir/Madam.

1. On behalf of the Government of Kerala (GoK) hereinafter referred to as the “LICENSOR”, sealed Proposals are being invited by Vizhinjam International Seaport Ltd. (A Government of Kerala Undertaking), the Nodal Agency appointed by LICENSOR, hereinafter referred to as the “SPONSOR”, for development of a modern, all weather, deepwater seaport and container transshipment hub at Vizhinjam in Thiruvananthapuram district, Kerala, India, with focus on International Container Transshipment on BOOT (Build, Own, Operate and Transfer) basis (the ‘PROJECT’).

2. SPONSOR had issued an advertisement calling for Request For Proposal in August 2007 in various national and international newspapers, in connection with the selection of a Licensee for the Project.

3. As per the process mentioned in the said advertisement, the Qualification Criteria (QC) has been laid down and uploaded on the official websites of SPONSOR (www.kerala.gov.in/www.vizport.org) and ADVISOR, IL&FS Infrastructure Development Corporation Ltd. (www.ilfsindia.com), which could be downloaded or obtained from the SPONSOR on written request. Pursuant to the above advertisement the parties willing to participate in the bidding process were required to make their self assessment of their eligibility as per the QC and obtain the Request for Proposal Documents (RFP) to be made available to them on written request to SPONSOR and on payment of INR 30,000/- (Rupees Thirty Thousand Only) in the form of Demand Draft drawn on any scheduled bank in India in favour of ‘Vizhinjam International Seaport Ltd.’ payable at Thiruvananthapuram.
DEVELOPMENT OF VIZHINJAM PORT WITH PRIVATE SECTOR PARTICIPATION

RFP Volume 1: Section I
Invitation for Bids (Letter)

Kerala, India. Those who have been issued the bid documents in response to invitation for Request For Proposals earlier during January - August 2005, can collect the RFP free of charge from office of the SPONSOR by submitting a written request.

4. Pursuant to above, the SPONSOR has issued this RFP to the Bidders in terms of Para 3 above. The RFP comprises of the following:

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5. The SPONSOR intends to select, from amongst the Bidders, a Licensee for implementing the Project through a Special Purpose Company (SPC). The RFP provides such information and details for the Bidders to prepare their Detailed Proposal and participate in the further process of bidding and for the SPONSOR and/or LICENSOR to evaluate, negotiate and conclude an Agreement with a suitable Bidder who would be selected as the Licensee.

6. The selection shall be by way of a three-stage bid evaluation process. All Bidders shall furnish their proposals furnishing their qualification details, technical and financial particulars/proposals as per the instructions in Section IV of the RFP. These shall be evaluated based on the criteria set out in Section II and IV of the RFP.

7. It is pertinent to note that while evaluating the bids, due regard would be paid to national defense and security considerations. Accordingly, GoK would seek required clearance from Government of India (GoI) in favour of the Bidders who submitted their bids. This process would be done concurrently to the evaluation of Qualifications and Technical Proposal. Such Bidder who having fulfilled the Qualification Criteria, Technical Evaluation Criteria, received the required clearance from GoI and having submitted the highest evaluated Proposal shall, subject to the terms of this RFP, be selected as the Licensee. The decision of GoI...
and/or GoK in this regard is final and binding. No correspondence and/or representation whatsoever towards the above shall be entertained.

8. The Bidder is required to examine carefully all the Qualification Criteria, instructions, conditions, forms, terms, specifications, Techno-Commercial Feasibility Report (TCFR), Draft License Agreement in the RFP, including amendments to be issued, if any, before submitting the Proposal. Failure to comply with the requirements of the RFP and submission of the Proposal shall be at the Bidder’s own risk. The data furnished in the RFP is only by way of general information to Bidders and the LICENSOR or SPONSOR or their Advisors/Consultants will not accept any claims due to variations from this data, other than those specified in the RFP: Volume 3, Section VIII, Appendix 19 - Draft License Agreement. The Bidder shall obtain for itself all necessary information as to risk and cost of the Project and other related factors, which may affect or influence its Proposal.

9. In order to accomplish a comprehensive, expeditious, and fair solicitation process, the SPONSOR requests you to:

   i. Carefully Review the contents of this RFP;
   ii. Seek necessary clarifications, if any;
   iii. Raise questions about ambiguities and concerns, so that all such matters may be clarified at the earliest; and
   iv. Participate in the Pre-Bid Meeting, which may be held, in such place as may be decided by the SPONSOR/GOK and shall be intimated to the Bidder in advance.

In order to provide detailed information on the project to the bidders, a data room has been established by the SPONSOR in their office at the address mentioned below. Bidders may also seek clarifications from the SPONSOR at the below address:

Vizhinjam International Seaport Ltd.
Level 5 (3rd Floor)
Trans Tower, Vazhuthacaud,
Thiruvananthapuram- 695 014
KERALA, INDIA
Phone : +91-471-2318616, 6542484
Fax : +91-471-2318616
Email : ceo@vizport.org
Web site : www.vizport.org
OR, from the Advisors viz. IL&FS Infrastructure Development Corporation Ltd. at the following address (for any communication addressed to the Advisors, a copy may be marked to the SPONSOR):

IL&FS Infrastructure Development Corporation Ltd.
1st Floor, Aum Plaza, #76, 3rd Cross,
Residency Road,
Near Hotel Ballal Residency,
Bangalore-560 025
KARNATAKA, INDIA
Phone : +91-80-40343333
Fax : +91-80-40343310
Email : Saibal.De@ilfsindia.com
Raghu.Rao@ilfsindia.com
Nimit.Patel@ilfsindia.com

10. For any and all information provided in respect of the RFP for this Project, the attention of the Bidders is invited to Para 31 of Volume 1, Section IV of RFP.

11. Completed Detailed Proposal documents must be delivered to the SPONSOR’s address as mentioned, on or before 16:30 hours (IST) on 31 October 2007 (Proposal Due Date), Envelope 1 of Proposals received as above will be opened on the same day at 17:00 hours, in the presence of the Bidders’ representatives who may choose to be present at that time. If the date of receipt of the Detailed Proposals happens to be a public holiday, the Detailed Proposals will be received and opened on the next working day at the same time and venue.

12. The list of documents/information to be submitted by the bidders and the respective due dates are provided in Para 2 of Section IV.

13. You are requested to confirm receipt of this letter by return fax. You are further requested to confirm receipt of all the documents and indicate your intention to participate in the process in writing, within 10 days of date of issue of the RFP in the format given at Annexure 1 of Section IV.

Chief Executive Officer
Vizhinjam International Seaport Ltd.
SPONSOR

Encl.: as above
1 QUALIFICATION CRITERIA

The selection process is laid down in the Request for Proposal (RFP) published in August 2007. The Qualification Criteria (QC) is available at the office of SPONSOR, Vizhinjam International Seaport Ltd. (VISL), Trivandrum and has also been uploaded on the official websites of VISL (www.vizport.org) and ADVISORS (www.ilfsindia.com). Before obtaining the RFP Documents, the Bidders are required to make a self-assessment of their eligibility as outlined in the QC.

The Bidders are required to furnish the Statement of Qualification as per format provided in Annexure 9 of Section IV in a separate sealed envelope (Cover-1) as part of their Proposal, as detailed under Section IV of RFP. The Bidders would note before submission of their Proposal that the Cover 1 shall be opened first and evaluated. Only those bids which fulfill the stipulated QC, shall be considered for further evaluation and participation in the bidding process.

The Qualification Criteria is being reproduced here for the reference of Bidders:

1. Minimum Net-worth of INR 3,150 Million (or equivalent) in any 2 of the past 3 years.
2. Minimum Annual Turn-over of INR 22,500 Million (or equivalent) in any 2 of the past 3 years.
3. Minimum Cash Accruals of INR 1,350 Million (or equivalent) in any 2 of the past 3 years.
4. The Bidder shall meet the Qualification Criteria stated at Sl. No. 1 and atleast one of the Criterion stated at Sl. No. 2 and 3.
5. In case of Consortium, the above limits apply to the Consortium as a whole.
6. The lead member of the Consortium should satisfy atleast half of the individual threshold limits stated above.
7. The past three years shall mean the past three financial years i.e. 01.04.2004 to 31.04.2005, 01.04.2005 to 31.03.2006, 01.04.2006 to 31.03.2007.
8. In the event of Bidder’s financial/accounting years being different than what is mentioned hereinabove, the immediate past financial/ accounting years of the Bidders as per their company practice/annual reports shall be taken into consideration for the evaluation.
9. The single currency for evaluation is Indian Rupee. The official selling price of Foreign Currency shall be the State Bank of India Bill Selling Rate of exchange as on the Proposal Due Date.
10. The Net-worth shall be paid-up capital plus free reserves.
11. The Cash Accruals shall be Profit After Tax (PAT) plus Depreciation.
1 DEFINITIONS

Under this RFP unless the context otherwise requires, terms as under shall have the following meanings.

‘Advisor’ or ‘Advisors’ shall mean IL&FS Infrastructure Development Corporation Limited, India.

‘Bidder’ shall mean Applicant who has been issued RFP, to submit a Detailed Proposal.

‘BOOT’ shall mean Build, Own, Operate and Transfer.

‘Consortium’ shall mean a group of Firms formed pursuant to the Consortium Agreement entered into by them, for the purpose of submitting the Proposal and participate in the Bidding process and in the event of being successful, to implement the License Agreement through a Special Purpose Company to be formed and incorporated by them under the Companies Act, 1956.

‘Consortium Agreement’ shall mean an agreement to be entered into amongst the Lead Member and the remaining Members of the Consortium recording the terms of their consortium arrangement and joint venture for the purpose of submitting the Proposal, participate in Bidding process and provide for implementation of the terms of the License Agreement as provided herein.

‘Consultant’ shall mean L&T-RAMBØLL Consulting Engineers Limited, India in association with the following:
   Rogge Marine Consulting GMBH, Germany.
   RAMBØLL, Denmark.
   L&T Capital Company Limited, India.

‘EPC’ shall mean Engineering, Procurement & Construction.

‘Firm’ shall mean a single legal entity, which is a Registered Body under the appropriate and applicable laws, Government Agency or Statutory Body.

‘GOK’ shall mean Government of Kerala.
‘Invitation for Bids’ shall mean Volume I: Section I of this RFP inviting Applicants to submit a Proposal.

‘Lead Member’ shall mean in case of a Consortium, the Firm nominated to act as Lead Applicant at the RFP stage, which meets the Qualification Criteria and qualifies thereby, and which shall continue to be the leader and be authorized as such for bidding and implementation.

‘Lenders’ shall mean any person(s)/firm(s) based in India or abroad providing financial assistance in the form of fund / non-fund based facilities such as loans, cash credit, overdrafts, bills purchase/discounting, hire purchase facilities, lease finance, financial/performance guarantees, letter of credit and/or other credit facilities to the Project under such Financing Arrangements or other Agreements as may be applicable.

‘Licensor’ shall mean the Government of Kerala (GOK) who shall enter into and execute the License Agreement with the Licensee in respect of the Project.

‘Licensee’ shall mean the Special Purpose Company, which has been formed by the Successful Bidder to implement the Project on the terms and conditions outlined in the License Agreement to be entered into and executed with the Licensor.

‘License’ shall mean the exclusive right and authority granted by the Licensor to the Licensee for undertaking the building, owning, operating and subsequently transferring to the Licensor and/or its nominee(s) at the end of the License Period, a green-field modern, all weather, deepwater port at Vizhinjam in Thiruvananthapuram district, Kerala, India, with focus on International Container Transshipment (the ‘Project’) through Licensee’s own investment together with the right to levy, collect, retain and appropriate charges of port services during the License Period in accordance with the terms and conditions laid down in the License Agreement.

‘License Agreement’ shall mean the Agreement entered into between the Licensor and Licensee to implement the Project.

‘License Period’ shall mean the period of 30 (thirty) years from the Commercial Operation Date, or any extension(s) thereof, as laid down in the License Agreement.

‘Member’ shall mean any firm other than the Lead Member, which is part of the Consortium bidding at the RFP stage for the Project.
‘Project Development Plan or PDP’ shall mean the plan with specific reference to this project, which the Bidder is required to furnish to the Licensor as part of the Detailed Proposal for the Project.

‘Performance Guarantee’ shall mean the Bank Guarantee furnished by a Bidder prior to his selection as a Licensee, as mentioned under Para 26 of the RFP.

‘Project’ shall mean designing, financing, building, owning, operating and maintaining of a green-field modern, all weather, deepwater port and container transshipment hub at Vizhinjam in Thiruvananthapuram district, Kerala, India, with focus on International Container Transshipment, during the License Period and transferring to the Licensor thereafter.

‘Project Agreements’ shall mean Shareholder’s Agreement, License Agreement, State Loan Agreement and such other legal documents as may be mutually agreed to between the Sponsor/Licensor and the Licensee, and necessary for implementing the Project.

‘Proposal or Detailed Proposal’ shall mean the Proposal submitted by the Bidder in response to the RFP including clarifications and/or amendments to RFP, if any.

‘Proposal Security’ shall mean the Security furnished by the Bidder, as mentioned under Para 13.7 of Section IV as part of the Detailed Proposal.

‘Qualification Criteria’ shall mean the criteria laid down by the Licensor/Sponsor which an Applicant is required to satisfy to qualify as an eligible bidder, as made available in the office of the Sponsor (which can be obtained upon a written request for the same), and/or uploaded on the official website of Sponsor/Advisor and provided in Section II of the Request for Proposal.

‘Request for Proposal Documents or RFP’ shall mean the documents, comprising Volume 1, 2 and 3.

‘Special Purpose Company or SPC’ shall mean the Company to be set up under the Companies Act, 1956, by the Licensee for the purpose of implementing the Project, such SPC’s shareholders being the members of the Consortium selected as Successful Bidder in respect of the Project.

‘Sponsor’ shall mean Vizhinjam International Seaport Ltd., which has been designated as the Nodal Agency by the GoK/Licensor for implementing the Project.
‘Successful Bidder’ shall mean such Bidder, who after evaluation of its qualification, technical and financial criteria in the proposal received in response to this RFP, is assessed accordingly by the Licensor and such other parties as laid out herein, and declared as the Highest Evaluated Bidder, pursuant to which the Letter of Intent (LOI) in relation to the Project issued by the Sponsor/Licensor is accepted by such party, paid the upfront Project Development Fee and submitted the Performance Security Bank Guarantee.

‘Taxes and Duties’ shall mean all taxes, duties, fees, etc. payable as per applicable laws in India in connection with the building, financing, development, operation and management of the Project.

2  SCOPE OF THE PROJECT

2.1  Rationale

The unique features of the Project site may be summarized as follows:

- Proximity to international sea line connecting Europe, Persian Gulf & Far East (within 10 nautical miles from the coast)
- Natural water depth upto 20 m within 1 nautical mile of coast
- Least littoral transport: minimal dredging requirement
- Greenfield port site away from urban areas with flexibility in master planning and design of port
- Proximity to rail & road network and airport
- Nearness to Thiruvananthapuram city having human resource & social infrastructure
- Hinterland of South Kerala & neighboring districts of Tamil Nadu

The proximity to the International sea route of the proposed Vizhinjam port, when developed, would attract a fair share of the container transshipment traffic meant for India and being handled currently by foreign ports of Colombo, Malaysia, Al-Salalah and Singapore, etc. As a result, the Indian agencies engaged in export and imports would incur substantial foreign exchange outgo, in addition to associated factors like time, additional risks and costs related to the same for transshipment at these foreign ports. The development of a mega transshipment terminal at this region, would therefore, save considerable foreign exchange out flow. Also, the container traffic has high growth potential. This makes a strong case for setting up of a mega transshipment hub for containers in the Indian Peninsular region.

The above factors make Vizhinjam coast an attractive site in the southwest coast of India for the development of a world class, all weather deep-water port with focus on International Container Transshipment.
Other value added propositions at the proposed Vizhinjam Port could include general cargo, bunkering and cruise terminal facilities etc. with the aim of providing a range of services and facilities to the shipping lines. With the right strategic alliances with shipping lines, agents, feeder vessel operators and ports world-wide, Vizhinjam has the potential to succeed as a mega transshipment hub of the Indian Peninsular region.

2.2 Scope

It is envisaged that the International Deepwater Seaport and Container Transshipment Terminal at Vizhinjam would be built, owned, operated, managed and transferred by the selected Licensee. The Licensee shall be responsible for incurring all pre-incorporation expenses and carrying out all procedural and regulatory matters relating to formation of entity. The Licensee would be responsible for design, financing, development/construction, marketing, management and maintenance of the Project. The Licensee shall have full freedom of management of the Project. However, the plans, designs and development of the proposed Vizhinjam Port shall conform to the statutory outline development plan and other accepted engineering codes and practices in India or as may be specified by the Licensor and Licensee shall take approvals from the Licensor from time to time for such development/s. Where engineering codes are not available in India, the best prevailing international practices and codes may be followed by the Licensee.

2.2.1 Scope of Licensor

As directed by the Government of Kerala, the Licensor’s responsibilities would include but not be limited to the following:

a. To provide land for the project, free from all encroachments and encumbrances to the Licensee and with such other utilities and services, as may be mutually agreed upon, in consideration of the lease rentals and other charges and expenses agreed to be paid by the Licensee, and execute such Agreement/s as may be necessary for the lease of the land and such other utilities and services.

b. To extend all possible assistance to secure all statutory and other regulatory approvals from various government entities and departments as may be required from time to time for the smooth and continuous operation of the Project. The Licensor confirms that it has secured the Consent For Establishment for the Project issued by the Kerala State Pollution Control Board vide its letter dated October 15, 2004 (Ref. File No. PCB/TVM/CE/253; Consent No. PCB/CE/1802/2004, valid upto October 14, 2006). The Licensee shall be responsible for obtaining and maintaining the Coastal Regulation Zone Environmental Clearance from the Ministry of Environment and Forests, Government of India, and all other approvals, consents and applicable permits. Subject to compliance with such applicable Laws by the Licensee, the Licensor shall facilitate
and assist the Licensee in the securing of such other consents, permits, licenses as may be necessary under the various state, central and other local laws.

c. To ensure to provide, through the SPONSOR. Vizhinjam International Seaport Ltd., external infrastructure, viz., road connecting the nearest National Highway bypass to the port boundary from the North Breakwater, water supply upto port boundary and power supply from nearest substation upto port boundary and Rail transit yard near existing rail track in Phase I. The Licensor would provide, through the SPONSOR, Vizhinjam International Seaport Ltd., external rail connectivity between nearest national rail network and port boundary alongwith 2-lane road connecting to proposed NH-47 Bypass at Kanjiramkulam from the South Breakwater and enhancing the Water and Power infrastructure upto port boundary as per requirement in Phase II & III as detailed out in RFP Documents, Volume 3, Section VIII, Appendix 17.

d. To grant non-statutory State level clearances, if any, if the Project meets specifications as may be prescribed.

e. To extend Licenses related to:
   i. All inputs required for project development and construction.
   ii. Project Agreements/Financing Agreements registered in the State.
   iii. Segniorage fees i.e. cess on minor minerals during construction period. Sand/rock dredged from sea bed will not attract any cess or fee as a mineral or as a mining operation during project construction or later expansion provided all dredged material is utilized for reclamation purpose within the project.

f. To declare and vest the Licensee with the powers of the conservator of the port (other than statutory functions) as per Indian Ports Act, 1908. The Statutory functions including but not limited to the following, inter alia, will be carried out by the Director of Ports, Government of Kerala or his assignee:
   i. Power to board vessels & enter building.
   ii. Offences which are triable & recovering of penalties thereof.
   iv. Recovering cost of distress.
   v. Determined amount to be levied in case of dispute.
   vi. Jurisdiction over offences beyond local limits.
   vii. Dealing with deserters.
   viii. Defence of Port.
   ix. Duties in Emergency.

g. To extend all required assistance and support as far as possible to secure such central/state incentives, in the event of such assistance/support are available, applicable and being specifically sought by the Licensee.
h. To monitor through an Independent Engineer the progress of the Project and expenditure incurred on the Project during the construction period. An Independent Auditor may be appointed if required by either Licensor and/or Licensee.

i. To approve variations and suggest improvements and upgradation related to all activities of development of Vizhinjam Port from time to time.

j. To monitor through an Independent Engineer or any other authority the adherence to performance standards in operations and maintenance and provision of services during the post construction period in the Vizhinjam Port. The Licensee would be obliged to remedy any deficiency as may be reasonably pointed out by an Independent Engineer or any other authority, within the permitted time period.

k. To perform such roles and responsibilities as specified in the License Agreement to be executed with the Licensee in relation to this Project.

2.2.2 Scope of Licensee

Upon the selection and award of the License the Licensee’s responsibilities shall include, but not be limited to the following:

a. To carry out necessary field surveys and investigations including specific model studies.

b. To carry out detailed studies of the project including detailed designs and layout and investment banking report, as may be required.

c. To bring in equity participation for the Project.

d. To arrange for lines of credit, loans/finances from its various Lenders and such other sources as may be necessary.

e. To obtain necessary statutory and regulatory approvals, consents, licenses and permissions as may be necessary under the various state, central and other local laws as may be required from time to time.

f. To oversee construction and management.

g. To provide all port facilities, equipment, port crafts, utilities, services, safety and environmental safeguards for developing and operating the port in a phased manner as may be agreed in the License Agreement.

h. To augment port capacities in line with the demand for the services, in the best interests of the industry and the Licensor.

i. To undertake establishing the facilities and running of the Port within the port limits as may be defined from time to time.

j. To undertake such acts relating to the marketing the port to potential Indian and International users.

k. To hand over the entire port with infrastructure and installations thereon, on an “as is where is” basis, including but not limited to all equipments and machineries in the port, in good and working condition subject to normal and reasonable wear and tear,
in terms of the License Agreement after the expiry of the License Period to Licensor without any financial or other consideration.

2.2.3 Other Terms and Conditions

a. The selected Bidder shall be granted the right to use the land and waterfront only for the purpose specified and as required for development of the proposed Vizhinjam Port Project.

b. The Licensee shall be allowed to collect charges for the port services rendered at Vizhinjam Port. Further, it shall be entitled to fix its own tariff for various services provided in the Port in accordance with applicable Indian laws.

c. The Licensee shall ensure that the minimum performance parameters specified in Section V and such other additional parameters as may be specified by the Licensor with regard to the facilities to be created at Vizhinjam Port are achieved.

d. The time limit for commencing the port operations in Phase I development will be four years and two months, from the date of signing of the License Agreement and time shall be the essence of the contract.

2.3 Data Room

For the purpose of facilitating access to available reports and documents prepared for the Project, a data room is established in Sponsor’s office at Thiruvananthapuram and coordination on the same can be done with the Sponsor/ Advisors.

The following documents are available in the data room:

a. Feasibility Study, including revalidation/ revision of traffic assessment, tariff analysis & revenue estimate, project cost and financial feasibility analysis carried out by Consultants. The study consists of following reports:
   i. Traffic Assessment and Preliminary Viability Report.
   ii. Traffic assessment & siting report
   iii. Field survey & investigations report
   iv. Rapid ESI assessment report


c. Notification declaring Vizhinjam Port Limits.

d. Consent to Establish the proposed project of the Development of Vizhinjam Port issued by the Kerala State Pollution Control Board (KSPCB), dated 15th October 2004 (Ref. File No. PCB/TVM/CE/253; Consent No. PCB/CE/1802/2004, valid upto October 14, 2006)
SECTION IV
INSTRUCTION TO BIDDERS

1 GENERAL

Vizhinjam Port situated about 16 kms South of Thiruvananthapuram (7 kms from the city limits) in Kerala, India is proposed for independent development as a deep-water, all weather port on a commercial format. Government of Kerala (GoK) (hereinafter referred to as the “Licensor”) had nominated Vizhinjam International Seaports Limited (hereinafter referred to as the “Sponsor”), as the nodal agency to implement a greenfield port at Vizhinjam. The equity participation by the Licensor (GoK) in the Phase I of the Project will be made through the Sponsor.

IL&FS Infrastructure Development Corporation Limited (IL&FS IDC) is Advisors to the Licensor/Sponsor on project development, structuring and procurement of Consultants and selection of the Licensee following international competitive bidding process. Following the process of international competitive bidding, IIDC assisted the GOK/Licensor in procurement and engaging M/s L&T-RAMBØLL Consulting Engineers Limited, India in association with Rogge Marine Consulting, GMBH, Germany, Ramboll, Denmark and L&T Capital Company Limited (referred to as Consultants) to prepare a Feasibility Report, provide technical inputs in project structuring and assist the Licensor/Sponsor in selection of the Licensee till technical and financial closure by the Licensee. The project preparation has been done under supervision of the Advisors and the Sponsor.

GOK had declared Vizhinjam Port as Minor Port vide Notification No. 6270/B1/76/DD dated 2 July 1977 and notified the port limits in terms of Section 4 of the Indian Ports Act, 1908. As per powers conferred vide Section 5 of Indian Ports Act, GOK had later extended the port limits vide Notification No. 18/2000/F&PD dated 20 September 2000 to cover the project area. Further the GOK amended the said notification vide Notification No. 4/F&PD dated 22 January 2003 to correct the error occurred in the western boundary. The Port Limits are as follows:

NORTH: A straight line running West-East through positions LAT 8° 24’ N and LONG 76° 57.5’ E to a position LAT 8° 24’ N and LONG 77° 03’ E.

SOUTH: A straight line running West-East through positions LAT 8° 20’ N and LONG 76° 57.5’ E to a position LAT 8° 20’ N and LONG 77° 03’ E.
WEST: A straight line running North-South through positions LAT 8° 24’ N and LONG 76° 57.5’ E to a position LAT 8° 20’ N and LONG 76° 57.5’ E.

EAST: A straight line running North-South through positions LAT 8° 24’ N and LONG 77° 03’ E to a position LAT 8° 20’ N and LONG 77° 03’ E.

## 2 SUBMISSION OF DOCUMENTS AND PAYMENTS

The details of the various documents to be submitted and payments to be made by the Bidder as also date of submission/timelines of the same, is summarized below:

<table>
<thead>
<tr>
<th>#</th>
<th>Document / payment</th>
<th>Date of submission</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Acknowledgement of Receipt of RFP and Notification of Intent to submit the Proposal.</td>
<td>10 days from date of issue of RFP by Sponsor</td>
<td>As per Annexure 1</td>
</tr>
<tr>
<td>2</td>
<td>Anomalies and Ambiguities</td>
<td>List of clarifications to be received by Sponsor within 30 days from date of issue of RFP</td>
<td>As per Annexure 2</td>
</tr>
<tr>
<td>3</td>
<td>Cover Letter</td>
<td>Proposal Due Date</td>
<td>As per Annexure 3</td>
</tr>
<tr>
<td>4</td>
<td>Details of Bidder</td>
<td>Proposal Due Date</td>
<td>As per Annexure 4</td>
</tr>
<tr>
<td>5</td>
<td>Power of Attorney for Nomination of Lead Member of Consortium</td>
<td>Proposal Due Date</td>
<td>As per Annexure 5</td>
</tr>
<tr>
<td>6</td>
<td>Consortium Agreement to be Entered into Among the Members of the Consortium</td>
<td>Proposal Due Date</td>
<td>As per Annexure 6</td>
</tr>
<tr>
<td>7</td>
<td>Legal Opinion that the Consortium Agreement is valid</td>
<td>Proposal Due Date</td>
<td>As per Annexure 7</td>
</tr>
<tr>
<td>8</td>
<td>Current litigation status</td>
<td>Proposal Due Date</td>
<td>As per Annexure 8</td>
</tr>
<tr>
<td>9</td>
<td>Statement of Qualification [alongwith Supporting Documents]</td>
<td>Proposal Due Date</td>
<td>As per Annexure 9</td>
</tr>
<tr>
<td>10</td>
<td>Technical evaluation criteria sheets</td>
<td>Proposal Due Date</td>
<td>As per Annexure 10</td>
</tr>
<tr>
<td>11</td>
<td>Financial evaluation criteria sheets</td>
<td>Proposal Due Date</td>
<td>As per Annexure 11</td>
</tr>
<tr>
<td>12</td>
<td>Proposal Security</td>
<td>Proposal Due Date</td>
<td>In the form a Bank Guarantee for an amount of INR 50 Million valid for 9 months from the Proposal Due Date as per Annexure 12</td>
</tr>
<tr>
<td>13</td>
<td>Amendments sought to Draft License Agreement</td>
<td>Proposal Due Date</td>
<td>As per Annexure 13</td>
</tr>
<tr>
<td>14</td>
<td>Performance Guarantee</td>
<td>Within 2 weeks of issue of Letter of Intent (LOI) by Licensor</td>
<td>In the form of a Bank Guarantee for an amount of INR 500 Million valid from</td>
</tr>
</tbody>
</table>
### Instruction to Bidders

<table>
<thead>
<tr>
<th>#</th>
<th>Document / payment</th>
<th>Date of submission</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Upfront Project Development Fee</td>
<td>Within 2 weeks of issue</td>
<td>In form of a Bank Draft for an amount of INR 50 Million. For details, refer to the RFP Vol 3, Section VIII: Draft License Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of Letter of Intent (LOI) by Licensor</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Balance Project Development Fee</td>
<td>For details, refer to the RFP Vol 3, Section VIII: Draft License Agreement</td>
<td>In form of a Bank Draft for an amount of INR 200 Million</td>
</tr>
</tbody>
</table>

### 3 ELIGIBLE BIDDERS

3.1 Only those Applicants who have been provided with the RFP documents, and meet the Qualification Criteria laid down by Sponsor (given in Section II of RFP) would qualify as eligible Bidders.

The Statement of Qualification submitted by the Bidders as part of the Proposal, shall be evaluated by the Sponsor and further evaluation of their Bids will be subject to the Bidders meeting the Qualification Criteria laid down herein.

3.2 Evidence of Qualification: Sponsor shall have the right to seek such information as may be required and necessary from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility vis-à-vis the Qualification Criteria in such a manner that meets the requirements of the Sponsor. Bidders may note that they may be disqualified in the event of the Sponsor determining at any stage of the Bidding Process that the Bidders would be unable to fulfill the requirements of the Project or may fail to continue to meet/satisfy the Qualification Criteria. Sponsor may seek such supplementary information or documentation regarding qualifications as may be necessary from the Bidders at any time, which would have to be furnished by the Bidders within the time frame stipulated by Sponsor.

3.3 Updated Information: All information to be submitted in relation to the RFP and the Project by the Bidders shall be updated to the date of its submission, or as close to that date as is reasonably possible, given the nature of the information requested, unless a specific date has been mentioned therein.
3.4 The Lead Member, if indicated by the Applicant, can be changed with prior written consent of Sponsor only in the event of the substituted Lead Member satisfying the Qualification Criteria laid down for the Lead Member. Any change of the Lead Member without such written permission may result in disqualification of the Bidder. Sponsor may, at its sole discretion, permit the change to take effect in the event of the Bidder demonstrating its continued eligibility to fulfill the Qualification Criteria to the satisfaction of the Sponsor. The Applicant is free to select the other Members of the Consortium and finalize the shareholders of the Consortium before the Submission of the Proposal provided the Lead Member and other Members satisfy the Qualification Criteria for the Consortium as a whole, unless otherwise mentioned in RFP documents.

3.5 All members of the Consortium shall be jointly and severally liable for the execution of the Project in accordance with the terms of the License Agreement and a statement to this effect shall be included in the Consortium/Share Holder’s Agreement.

3.6 The evaluation of the Bidder’s Proposal would be based solely on the proven details and data furnished by the Bidder as part of its Detailed Proposal.

3.7 Sponsor’s decision regarding selection of Licensee from the various Bidders’ proposals received shall be final and binding on all parties therein, and Sponsor would not be entitled to inform any Bidder/s the reasons for its decisions.

4 ADDITIONAL REQUIREMENTS WHERE BIDDER IS A CONSORTIUM

4.1 In case the Bidder is a Consortium, the Bidder has to comply with the following additional requirements:

a. The Proposal shall include all the information as required under Para 13 for Lead Member and each Member.

b. The Proposal shall be signed by and be legally binding on all the Members of the Consortium.

c. The Proposal shall include a Power of Attorney signed by all Members in favour of the Lead Member, duly authorizing the Lead Member to act on behalf of the Bidder Consortium in respect of all matters relating thereto.

d. The Lead Member shall be authorized by all the Members to incur liabilities and receive instructions for and on behalf of any and all Members.

e. A copy of the Consortium Agreement entered into by and among the members of the Consortium and the Lead Member shall be submitted with the Proposal. The Consortium Agreement shall be specific to this Proposal and clearly allocate responsibilities and duties between the Members and the Lead Member, including percentage of shareholding.
Notwithstanding this, the Consortium Members shall be jointly and severally liable to Licensor for implementation of the Project.

f. The shareholding commitment(s) should be explicitly stated as below:

‘In case of Consortium with a Lead Member, the Lead Member should commit to hold a minimum equity stake of not less than 26% of the aggregate shareholding of the consortium in the SPC.’ However, the Consortium as a whole shall commit to hold a minimum equity stake of 51% in the SPC.

Any Proposal that envisages less than the minimum shareholding for the Lead Member indicated in this Para shall cause the disqualification of the Bidder. The Bidder is free to fix the shareholding of the Lead Member at a higher percentage, and the same would be noted as part of the Financial Proposal.

These shareholding commitments would be recorded in the License Agreement proposed to be entered into between the Licensee and Licensor and any change in composition of the Bidder would be at the sole discretion of Licensor and with prior written permission of Licensor upto a time period of 8 years of commercial operations or 2 years of completion of implementation of Phase IB, whichever is later.

g. All signatures in the Consortium Agreement/MOU and/or JV Agreement between members of the Consortium shall be dated and verified by public notary.

5 PROJECT STRUCTURING AND LEGAL/ ADMINISTRATIVE FRAMEWORK

5.1 Project Structuring proposed for Vizhinjam Project

5.1.1 Brief Description
Sponsor, with the assistance of the Advisors would participate in the process of selecting the Licensee. The Licensee would form a SPC to implement the Project. Pursuant to the formation of the SPC, Licensor would negotiate, as required and finalise the Project Agreements as may be applicable like. License Agreement, Loan Agreement and Shareholders’ Agreement, with the Licensee), and further facilitate the Licensee to achieve technical and financial closure.

GOK, the owner of Vizhinjam Port territory [reclaimed and other land area of 162 hectares (in 3 Phases as detailed in RFP Vol. 3 Section VIII Draft License Agreement) and water front], would give the land and water front on leave & license basis to the Licensee. The Licensee would design, finance, build and operate the infrastructure and supra-
structure, including equipment and transfer the same to Licensor at the end of License Period. The joint assets of Licensee and Licensor make up the port of Vizhinjam.

Licensor and Licensee would enter into a License Agreement for the design, financing, building, operating and managing the Port on a BOOT basis.

The Licensor would have the right to periodic inspection of and access to the Port information and Port assets to ensure compliance of the Licensee with the terms of License Agreement and other Statutory requirements.

### 5.1.2 Role of Licensor

Licensor provides the territory (land) of the Port and shall ensure to protect the territory from all hazards, except acts of force majeure beyond reasonable control of the Licensee. In addition, it provides and maintains all hinterland connections/external infrastructure like road, power, water supply upto the Port boundary, also it provides Rail siding and land for railway yard near Balaramapuram Railway Station or any other appropriate area in 3 Phases as detailed in the Volume 3: Section VIII of the RFP (Draft License Agreement). In addition to water and power supply upto port boundary, road connection to the NH-47 bypass and the Rail siding and land for rail yard in Phase I, Licensor would provide the rail connection with the nearest existing Rail Network in association with Ministry of Railways, Government of India and provide the Water and Power infrastructure through appropriate Agencies upto port boundary in terms of requirement in subsequent Phases as defined in RFP Vol. 3, Section VIII: Draft License Agreement, during pendency of the License Period.

Licensor had established a Company in the name of ‘Vizhinjam International Seaport Ltd.’ (SPONSOR) to take undertake the above activities.

### 5.1.3 Role of Licensee

Licensee designs the entire port facilities and infrastructure and reclaims the land from sea, builds all port infrastructure such as breakwater, dredged channels/harbor and berths, etc. and all the supra-structure like container handling equipments, storage yards, buildings, work shops, stores etc. on its own, either directly or through EPC Contractor/ others. Licensee would arrange to finance the entire investment cost through a combination of debt, equity and hybrid instruments. Licensee would operate the port facility either by itself or through an Operator for the tenure of the License Period. Thus the Licensee would build and operate the Port at its own and sole commercial risk and in compliance with all terms and conditions of the License Agreement as may be entered into with Licensor.
The Licensee would have operational autonomy (subject to and within the framework of such applicable Indian laws) in respect of the operation of the Port. The Licensee would be required to operate the Port in accordance with the highest standard Industry Practices and bring in internationally accepted standards of technical competence, productivity and safety.

At the end of the License Period, Licensee transfers back the possession of the land free of all encumbrances, charges and/or attachments. The Licensee also transfers all immovable assets like breakwater, quays, buildings and berths, etc. along with critical movable assets like all Equipments, navigational aids, etc. to Licensor without any financial or other consideration.

5.2 Legal and Administrative Framework

5.2.1 Tariff
Subject to applicable law, the Licensee is free to fix its own tariff and revise them periodically for Containers and all other types of Cargo handled at the Port. The Licensor will arrange to notify such fixing or charging of tariff in the Gazette upon request of the Licensee.

5.2.2 Employment
The Licensee is at liberty to formulate and follow their own employee policies in the recruitment of their employees in terms of number, type, wage rate and such other aspects as per the requirement, subject to compliance with the prevalent laws, rules and regulations, as applicable.

5.2.3 Port Conservator
The Licensee would be declared as Port Conservator for Vizhinjam Port and would be responsible for all the activities in the Port waters in compliance with the provisions of the Indian Ports Act, 1908. The Statutory functions on this count would be carried out by the Sponsor.

5.2.4 Security
The Licensee shall provide security at the Port. The Licensor would, provide assistance in engaging Central Industrial Security Force (CISF) at the Port upon a specific written communication to this effect from the Licensee to the Licensor, subject to the Licensee bearing all costs and expenses incurred in engaging the CISF.

6 CONTENTS OF RFP DOCUMENT

6.1 The RFP document consists of three Volumes in eight Sections as listed below and would include any amendment issued in accordance with Para 9.
6.2 The Bidder is required to examine all the terms, instructions, Annexures, specifications, etc., including any written clarifications or amendments thereof. Bidder is required to furnish all information as per the RFP as part of its Proposal and any failure to do so or submission of a Proposal not substantially responsive to the RFP in every respect may result in rejection of its Proposal.

7 COST OF DETAILED PROPOSALS

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Detailed Proposal, including site visits, field investigations, data gathering, analysis, design etc. as also any discussions/negotiations. Licensor shall not be held responsible or liable for any such costs incurred by the Bidder in this regard.

8 CLARIFICATION OF RFP

8.1 In the event of Bidder requiring any clarifications, etc., in respect of the RFP documents, the Bidder may bring such clarifications to the notice of the Sponsor in writing.

8.2 Bidder is requested to bring to the attention of Sponsor any anomalies or ambiguities in any Section of the RFP not later than thirty (30) days from the date of issue of RFP in the format provided in Annexure 2. The Bidder is required to state the anomaly/ambiguity along with his understanding of the same. Such clarifications could relate to the process, documentation or any other issue of RFP. To the extent that such issues are not brought to the attention of Sponsor within the time frame stipulated above, the contents of the RFP as interpreted by the Sponsor shall prevail.

8.3 Modifications: Any modification of the RFP which may become necessary as a result of the deliberations/discussions subsequent to comments/clarifications sent by the
bidders shall be made by Sponsor separately by way of an Amendment as mentioned in Para 9.

9 AMENDMENT TO RFP DOCUMENTS

9.1 At any time prior to the deadline for submission of Proposals, Sponsor may, in response to any clarifications, query, question, doubt etc. of the Bidder, or at its own initiative, issue Amendments to the RFP. Any Amendments thus issued shall be part of the RFP.

9.2 The Amendment will be notified in writing to all Bidders who have received the RFP and will be binding on them. Bidders are required to immediately acknowledge receipt of any such Amendment. Notwithstanding the receipt or otherwise of such an acknowledgement, Sponsor shall assume that the information contained therein has been taken into account by the Bidder in its Proposal.

9.3 In order to afford Bidders reasonable time in which to take the Amendment into account, or for any other reason, Sponsor may, at its discretion, extend the Proposal Due Date, which shall be communicated to the Bidders in a separate Amendment.

10 LANGUAGE OF PROPOSAL

10.1 The Proposal prepared by the Bidder and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any another language provided that they are accompanied by an appropriate translation of the relevant passages in English language. Supporting documents and printed literature that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English translation shall prevail.

11 CURRENCY

11.1 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

12 NO ALTERNATIVES

12.1 Volume 2: Section VII of this RFP is provided only to assist the Bidders to come up with their own Project Development Plan (PDP) and Detailed Proposals. The Bidders have complete freedom in master planning and designing of port facilities and infrastructure to meet the Port Performance Parameters as listed in Section V. Each Bidder is allowed to submit only one Detailed Proposal without any variants thereof.
13 CONTENTS OF THE PROPOSAL

Each Bidder shall submit its Proposal in the formats specified below:

13.1 Cover Letter: The Bidders are required to submit a covering letter in the format given at Annexure 3 [to be submitted by the Bidder as P1].

13.2 Basic Information Section: The Bidder is required to furnish detailed information in respect of all its Consortium members, like country of incorporation, address of the registered office and Indian office (if any), contact person along with his designation and phone/ fax/ email address, names of the present Board of Directors, key management personnel and major shareholders, etc. as also the proposed roles and responsibilities of the various members in this Project. The format for furnishing the above information is given at Annexure 4 [to be submitted by the Bidder as P2].

13.3 In case of consortium, the nomination of the Lead Member shall be supported by a Power of Attorney as per the format enclosed at Annexure 5 [to be submitted by the Bidder as P3].

13.4 In case of consortium, members of the consortium shall enter into a Consortium Agreement for the purpose of submitting the proposal. The Consortium Agreement shall contain, inter-alia, the following provisions:

   a. commitment to form a Special Purpose Company, to undertake the Project in case it is awarded to the Consortium.
   b. outline of the proposed roles and responsibilities of each Consortium member at various stages.
   c. joint and several liability of the Consortium Members for implementation of the Project.
   d. commitment of the minimum equity stake of the Lead Member and which should not be less than the threshold limit as specified in Para 4.1.
   e. willingness of the Consortium to carry out all the responsibilities as Licensee in compliance with all terms and conditions of the License Agreement to be entered into with Licensor, in the event of the Bidder being selected as the Licensee.

The Consortium Agreement entered into among the Members of the Consortium should be specific to this project and should contain the above requirements, failing which the proposal shall be treated as non-responsive. The Bidder is free to submit the Consortium Agreement in its own format (Annexure 6) [to be submitted by the Bidder as P4].
The Consortium shall obtain a legal opinion by a lawyer/ law firm of national/ international standing that the Consortium Agreement is valid and binding and has all the required approvals to submit the Proposal. The Bidder is required to submit the legal opinion in its own format (Annexure 7) [to be submitted by the Bidder as P5].

All pertinent information that may adversely affect the performance or the responsibilities of any Consortium member - such as ongoing litigation, financial distress, or any other such matter - must be disclosed in the format given at Annexure 8 [to be submitted by the Bidder as P6].

13.5 Technical Proposal: (100 points)

Bidder’s proposal should provide the following information using the attached standard forms.

13.5.1 Strategy for Development and Management of the Project - Evaluation Criteria 1 (40 Points) [As per Format given at Annexure 10-A] [to be submitted by the Bidder as T1]

The Bidders are required to furnish their Project Development Plan (PDP) to depict their understanding of this Project and the Bidders’ approach to the development and implementation of all aspects of the Project. The evaluation would be made with specific reference to the Bidders’ understanding of the Project and responsiveness to RFP requirements. Bidders are expected to use innovativeness & optimization in project master planning, design, implementation and management. In the event of a Bidder selected as Licensee, the PDP shall form the basis for the project detailing. The Bidder is required to provide the following as part of PDP:

(i) Methodology for traffic forecast and traffic figures of Container Cargo (both hinterland and transshipment) and vessel traffic:
Bidder shall indicate the methodology adopted for the traffic forecast and provide detailed traffic figures (cargo wise, year wise) for the Project. Bidder shall also indicate the vessel size analysis carried out to arrive at the proposed vessel sizes and corresponding vessel traffic for the Port.

(ii) Master Plan for the Port including phase wise port layout plans
Based on project development and implementation plan, the Bidder shall develop Master Plan for the port to cater to 30 years development horizon. The Master Plan shall, inter alia, indicate:
- Overall layout of the project site, and the location of the proposed port facilities including harbor (One ‘A0’ size drawing).
- Phase-wise detailed layout plans (One ‘A0’ size drawing for each phase).
- Detailed description and capacity of various facilities proposed for the Port (phase-wise).
- Description of support infrastructure, facilities and amenities.

(iii) **Project designs, specifications and productivity norms**
Project designs, specifications and productivity norms shall include description of the major technical processes, design parameters and specifications of port facilities/equipment to be used therein. The guaranteed performance levels (as specified in Section - V of this RFP document) and an explanation of how the Bidder proposes to use quality design, equipment and materials to ensure the continuous, efficient and safe operation of the Port facilities shall be provided.

(iv) **Capital works, operation and maintenance works & costs**
Bidder shall provide phase-wise detailed capital, operation and maintenance works, steps taken to optimize the works and its costs while meeting the performance criterion.

The details of costs for the aforesaid acts, including the basis for arriving at the same, shall be submitted alongwith Annexure 11 C-4, as part of the Financial Proposal.

(v) **Proposed Tariff Structure**
The Bidders are required to indicate their projected tariff for different types of container cargo identified under Para 13.5.1 of RFP during the License Period in real terms without considering any rate of inflation.

Bidders would be evaluated based on proposed tariff for different types of container cargo handled during the License Period.

(vi) **Design & Methodology of breakwater construction**
Bidders are required to exercise innovativeness in the design & implementation of the breakwater which is one of the key as well as high cost components of the project. Optimum designs as well as the most feasible construction logistics would assist in the timely implementation of the project.

(vii) **Cost effective Methodology of land reclamtion**
Likewise bidders are required to exercise innovativeness and cost effective methodology for the planning & implementation of the land reclamnation.
(viii) **Project scheduling and implementation plan**
The Bidder should give detailed project scheduling and implementation plan within the overall schedule indicated in Volume 2, Section VII of RFP. Bidder must describe when the various milestones will be achieved, pre-conditions for achieving them and significant conditions or events which may delay achieving a milestone. Bidder shall also include Construction Execution Plan for Phase I development covering:

- Outline of construction methodology to be used.
- Complete construction schedule using PERT/CPM scheduling techniques.
- Construction & operation plan identifying all individuals in key positions and proposed appointment of EPC contractors/subcontractors and Consultants, if any.
- Listing of all proposed temporary facilities to be erected during construction and construction period water and power requirements.
- Safety programme to be applied during construction.
- Quality assurance programme to be followed.

(ix) **Operation and Maintenance Plan**
The Operation and Maintenance Plan should clearly indicate the proposed operations and maintenance for each activity, the upgradation plan at periodic intervals, the method of charging to users, margin proposed, etc.

(x) **Environmental Management Plan**
Environment Management Plan should give a description of the proposed environmental protection measures, broken down into and specified for different types and volumes of cargo, which shall include:

- Measures for control of pollution for handling different types of container and other cargo at all the places of the port (i.e. loading/unloading at berths, storage areas, etc.).
- Measures for control and disposal of sewage, other wastewater and waste.
- Backup area landscaping plans & details of proposed tree plantations.
- Any other details for adhering to the norms and standards that may be applicable as per the laws and regulations of State of Kerala and India.

(xi) **Social Framework & Management Plan**
Bidder shall indicate any project components towards social responsibility as well as the employment opportunities likely to be offered in the Project:

- Type and qualification;
- Number;
• Training programs, if any.

(xii) **Others**
The Bidder may also give details of any proposed development, other than as given in the scope of the project.

**13.5.2 Strategy for Marketing of the project and Similar Experience of the Bidder in Marketing such Services – Evaluation Criteria 2 (25 Points) (as per Format given at Annexure 10-B) [to be submitted by the Bidder as T2]**

(i) **Marketing Plan**
The Bidder shall furnish the approach & strategy for marketing Vizhinjam International Deepwater Seaport and Container Transshipment Terminal to domestic and international users, shipping lines and other prospective users. (as per Annexure 10-B1) [to be submitted by the Bidder as T2(a)].

(ii) **Ongoing relationship / alliance with Container liner agencies**
The bidder shall indicate the ongoing and existing relationship it has with container liner agencies, exclusively for this project or in general, for carrying out similar business across the world. Further, they would indicate how they would plan to leverage this relationship to assist the transshipment business from Vizhinjam. (as per Annexure 10-B2) [to be submitted by the Bidder as T2(b)].

(iii) **Experience in marketing of container transshipment services**
The bidder shall furnish its experience in the above for the last 5 years, together with the results achieved and how they would plan to leverage this experience for establishing and achieving the target container transshipment figures at Vizhinjam.

(iv) **Marketing strength / alliances / collaboration / presence worldwide for Container Transshipment**
The bidder shall furnish complete information on the above facets related to the container transshipment and logistics business. The objective is to evaluate the bidders wherewithal and capability in the container shipment business worldwide to be able to establish Vizhinjam within the world trade of container shipping (as per Annexure 10-B3) [to be submitted by the Bidder as T2(c)].

(v) **Current Commitments**
The Bidder should also provide details of similar projects done or under execution and extent of resources and manpower available for managing
Vizhinjam Port Project (as per the format given in Annexure 10-B4) [to be submitted by the Bidder as T2(d)].

13.5.3 Similar Experience of the Bidder in Developing and Managing such Projects (25 Points) [as per Format given at Annexure 10-C] [to be submitted by the Bidder as T3]

I. Project design/ construction/ development/ management experience for similar container transhipment terminal port projects (as per Annexure 10-C1, use upper portion) [to be submitted by the Bidder as T3(a)].

II. Project design/ construction/ development/ management experience for similar port projects (as per Annexure 10-C1, use lower portion after I. Above,) [to be submitted by the Bidder as T3(a)].

III. Project design/ construction/ development/ management experience for other infrastructure projects - during the last 10 years (as per Annexure 10-C2) [to be submitted by the Bidder as T3(b)].

IV. Project design/ construction/ development/ management experience in India and other countries (as per Annexure 10-C3) [to be submitted by the Bidder as T3(c)].

The Bidders shall clearly indicate experience in conceptualizing, designing, developing, marketing and managing similar transhipment terminal and port projects or other infrastructure projects during the last 10 years. The submission of the bidders shall clearly indicate with supporting evidence, testimonials and drawings of the facilities wherever applicable, similar activities carried out by the Bidder. The Bidder shall clearly indicate the experience in construction, development of container transhipment/ container terminal(s) and other port facilities including project size, number of berths, equipment, other facilities, location, the extent of Bidder’s involvement, profiles and names of the staff involved, duration, the variation between the scheduled time of completion and actual time taken, contract amount/stake of the bidder etc.

The Bidder shall also include experience related to operation and maintenance of similar container transhipment/ port facilities.

If the Bidder intends to contract with, for example, an experienced Consultant and/or EPC Contractor, the Bidder must provide the above stated documentation of the Consultant and/or Contractor’s experience in the design and/or construction of similar port facilities. If the Consultant/Contractor to be associated
with for the design, engineering or construction is not yet identified, the Bidder must state so clearly.

All projects indicated above shall be supported by adequate documentary evidence. Sponsor reserves the right not to consider for evaluation any project that is not supported by appropriate documentary evidence.

13.5.4 Project Management capabilities of Bidder including: Qualifications and experience of key staff proposed for the Project (10 Points) (As per format given in Annexure 10-D) [to be submitted by the Bidder as T4]

I. Proposed Management Plan – Proposed SPC structure/composition of the proposed management committee for the project/organigram of proposed consortium (as per Annexure 10-D1) [to be submitted by the Bidder as T4(a)].

II. Key qualifications, skill set and number of years of experience for the key personnel to be deputed for managing the project (CEO/marketing manager/operations manager/technical manager/financial-accounts manager/other key staff) (as per Annexure 10-D2) [to be submitted by the Bidder as T4(b)].

III. Adequacy for the Project – number of similar projects executed by the personnel in the past, experience of the proposed staff in container logistics/port operations in India or in other countries with high container trade growth. (as per Annexure 10-D2) [to be submitted by the Bidder as T4(b)].

The technical submission should clearly indicate the proposed structure of the Special Purpose Company for implementing the project. This shall include the composition of the proposed Management Committee/Board of Directors to be set up for project implementation and management activities. The names of the key personnel who would be associated with the Project along with their curriculum vitae (as per the format given in Annexure 10-D2) should be provided. The roles and responsibilities of each team member entrusted with the responsibility of construction, management, marketing, operations and maintenance of Port facilities along with their CVs and past experience in similar projects shall also be given.
13.6 **Financial Proposal: (As per Formats given at Annexure 11)**

13.6.1 **Financial Contribution & Support**

The financial analysis carried out for the project, as enclosed in the TCFR in Volume 2: Section – VII of RFP shows requirement of financial support for the project.

The above would be made available by the Licensor to the Project in 2 components as follows:

i. State Debt Support

ii. Annual Revenue Support

Apart from the above, the Licensor will have an equity share of 24% of the Phase I equity of the Project through the Sponsor.

**The State Debt Support would be the Sole Financial Bid Parameter.** The Bidder is required to quote the State Debt Support required for the Project in Rupee (Million) terms (upto 1 decimal point).

The ‘State Debt Support’ can be positive or negative, a negative bid signifying a payment by the Licensee to the Licensor (GOK) towards the concession/license for the Project. A “negative bid” could be submitted as the NPV of annual payments to be effected by the Licensee to the Licensor, in the first 10 operating years. For such “negative bid”, the bidder would be required to indicate, in their financial bid, a stream of 10 annual payments proposed by the Licensee to the Licensor, which at an annual discount rate of 9%, would work out to be the negative bid amount quoted.

In the event of a ‘positive bid’ the Licensor will provide State Debt Support in from of Subordinated Debt. The Licensee will repay this Subordinate Debt to the Licensor in ten (10) equated annual installments with Zero Coupon rate commencing from 11th Year of commercial operation and ending 20th year. The repayment would be due on 01 April of each year and shall be paid before 30 June of the same year, failing which it will attract penal charges @ 1.5% per month from the due date. Payments of dividends shall be permissible not prior to meeting all debt service obligations upto date of approval/disbursement of such dividends under any circumstances.

The equity infusion by Licensor (through Sponsor) will be on prorata basis to the infusion of equity by the Licensee (as defined under RFP Vol 1: Section III) and shall always be preceded by equity contribution from the Licensee. However, the release of State Debt Support by Licensor will be on prorata basis to the drawdown of Senior Debt.
13.6.2 Annual Revenue Support
It is the intention of the Licensor to assist the Licensee in the initial years of operation, during which they are trying to establish their business model as well as revenues.

The Licensee will receive an equated Annual Revenue Support (ARS) from Licensor, required during the initial 3 (three) years of the operating period.

The total ARS for initial 3 operations years would be 20% of amount of the ‘State Debt Support’ (in nominal terms) as stipulated in Para 13.6.1 above and nature of this support would be grant-in-aid. The ARS would be released in 3 equal annual installments.

13.6.3 Evaluation of Financial proposal
The Bid amount for State Debt Support requirement would be evaluated and Bidder with the lowest ‘State Debt Support’ requirement, would be the Highest Evaluated Bidder.

In the event of a negative bid, the provisions relating to the ‘Annual Revenue Support’, ‘State Debt Support repayment’ and release of State Debt support to the Project shall not be applicable.

13.6.4 Qualitative Parameters (not for financial bidding parameters)

(i) Projected Internal Rate of Return on Investment

The Bidders would be required to give the post tax IRR calculation for the Project as per their PDP. The Bidder is required to furnish projected profitability and cash flow statement as also the major assumptions underlying the profitability estimates. These would serve as the back-up/workings for the post-tax IRR calculation. The major assumptions include construction period, construction cost, container cargo-wise tariff, maintenance dredging, operation and maintenance cost, interest cost (cost to be assumed should be: assumed nominal rate less inflation rate @ 5%), depreciation rates (book depreciation and tax depreciation), tax rates, repayment terms of term loan etc. All the figures should be expressed in real terms i.e. without considering the rate of inflation. The interest rate should be considered adjusted for the inflation rate to arrive at the real rate of interest. Bidders would be evaluated based on the post tax Project IRR defined as the rate of return on the investments made during the construction period and during the License period. Though, the bidders would not be awarded any points under this criteria, any bidder with a post tax IRR (in real terms) less than 8% would be liable to be rejected.
(ii) Financing of Investment

The Bidders would be required to give the projected phase-wise investments to be made during the construction period and the License Period, in real terms, i.e., without considering inflation. Also, the Bidders are required to disclose how the investment would be funded, viz., Debt, equity, hybrid instrument, etc. Any hybrid instrument used for financing would be treated as debt or equity, as the case may be, depending on the underlying characteristics of the instrument. Preference Shares with maturity more than 5 years will be treated as equity.

Though the Proposal would be evaluated for debt-equity ratio (DER) during the construction period, the Proposal would be checked for adequacy of information for financing of investment during the License Period as well. Though, the bidders would not be awarded any points under this criterion, the bidder failing to give this information may be rejected.

(iii) Equity stake of Lead Member

In case the Bidder is a Consortium, the equity stake proposed by the Lead Member during the License Period needs to be indicated.

The Proposal with Lead Member’s equity stake less than 26% of SPC would be rejected.

This equity stake of the Lead Member should match with the equity stake mentioned in the Consortium Agreement. In case of any discrepancy, the Proposal would be treated as non-compliant and rejected.

The formats for submitting the above information are provided at Annexures 11 - A, 11 - B, and 11 - C-1, C-2 and C-3, C-4 respectively [to be submitted by the Bidder as F1, F2, F3 (a), F3 (b), F3(c) & F3 (d) respectively].

13.7 Proposal Security

13.7.1 The Bidder is required to furnish a Proposal Security along with the Proposal, in accordance with this Para in the format provided at Annexure 12 [to be submitted by the Bidder as P7]

a. Value: The Proposal Security should be for an amount INR 50.0 million.

b. Form: The Proposal Security shall be in the form of an unconditional and irrevocable Bank Guarantee from a Scheduled Bank in India acceptable to the Sponsor having an operational branch in Thiruvananthapuram, Kerala, India.
The Proposal Security shall remain valid till the Proposal Validity Period as defined in Para 17. The Proposal Validity Period shall be extended by the Bidder as desired by the Sponsor, failure of which will lead to the Proposal being rejected.

c. Any Proposal not accompanied by an acceptable Proposal Security shall be rejected by the Sponsor/Licensor as being non-responsive.

d. Return: The Proposal Securities of unsuccessful Bidders will be returned as promptly as possible, but not later than after the expiration of the Proposal Validity Period.

e. Forfeiture: The Proposal Security may be forfeited:
   (i) If the Bidder withdraws or modifies its Proposal during the Proposal Validity period specified in Para 17 except as provided in Para 20; or
   (ii) If the Bidder fails to comply with the Bidding Process in a manner satisfactory to the Sponsor; or
   (iii) In the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Project Agreements and/or furnish the Performance Guarantee within the stipulated time or any extension thereof provided by Licensor/Sponsor and/or pay the upfront Project Development Fee to the Licensor/Sponsor within the time stipulated.

13.8 Deviations
The Bidder shall not be allowed any deviations and/or deficiencies in the Bidder’s full compliance with the requirements of the RFP.

13.9 Draft License Agreement
The bidder shall furnish a statement in the format given at Annexure 13 [to be submitted by the Bidder as P8] indicating the amendments/additions/deletions in the Draft License Agreement suggested by the Bidder. The amendments suggested by the Bidders as above shall be considered by the Sponsor/Licensor, though Sponsor/Licensor is not bound to accept any or all of the amendments suggested.

14 BIDDERS RESPONSIBILITY

14.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidder’s own risk.

14.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
   a. made a complete and careful examination of requirements, and other information set forth in the RFP.
   b. received all relevant information as it has requested from Sponsor.
c. made their own assessment and has satisfied itself that it meets the Qualification Criteria as set forth in Section II.

d. made a complete and careful examination of the various aspects of the Project including but not limited to:
   i. the Project Site.
   ii. existing facilities and structures.
   iii. the conditions of the road/rail links and utilities in the vicinity of the project site.
   iv. conditions affecting transportation, access, disposal, handling and storage of the materials.
   v. clearances required/obtained by Sponsor for the Project.
   vi. all other matters that might affect the Bidder’s performance under the terms of this RFP.

14.3 The Sponsor shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

14.4 The Bidder is expected to submit all the necessary information/document/payment sought in the RFP, as summarized in Para 2 of Section IV.

15 FORMAT AND SIGNING OF PROPOSAL

15.1 The bidders shall submit their completed detailed proposal in accordance with the THREE cover system viz.

   COVER - 1 - Statement of Qualification [Q] with supporting Documents
   COVER - 2 - Technical Proposal [T1, T2, T2(a), (b), (c), (d), T3, T3(a), (b), (c), T4, T4(a), (b)]
   COVER - 3 - Financial Proposal [F1, F2, F3 (a), (b), (c) & (d)]

   The bidders shall seal the above Statement of Qualification, Technical Proposal and Financial Proposal in separate envelopes superscribing on them ‘Cover -1 - Statement of Qualification’, ‘Cover -2 -Technical Proposal’ and ‘Cover -3 - Financial Proposal’ respectively. The envelopes along with Covering Letter [P1], Details of Bidder [P2], Power of Attorney [P3], Consortium Agreement [P4], Legal Opinion [P5], Current Litigation Status [P6] and Proposal Security [P7] alongwith Amendments sought in Draft License Agreement [to be supplied later], [P 8] shall be sealed in an outer cover. Each envelope shall contain:

   OUTER COVER:
   a. Covering letter (Annexure 3) [P1]
   b. Details of Bidder (Annexure 4) [P2]
   c. Power of attorney for Lead Member of Consortium (Annexure 5) [P3]
d. Consortium agreement entered among the members of Consortium (Annexure 6) [P4]
e. Legal Opinion that the Consortium Agreement is valid (Annexure 7) [P5]
f. Current litigation status (Annexure 8) [P6]
g. Proposal Security (Annexure 12) [P7]
h. Amendment sought to Draft License Agreement (Annexure 13) [P8]
i. Sealed Cover – 1.
j. Sealed Cover – 2.
k. Sealed Cover – 3.

COVER – 1 – STATEMENT OF QUALIFICATION
Statement of Qualification (Annexure 9 (Q) with Supporting Documents).

COVER – 2 – TECHNICAL PROPOSAL
Technical Formats (Annexure 10A, 10B, 10C, 10D) [T1, T2, T2(a), (b), (c), (d), T3, T3(a), (b), (c), T4(a), (b)].

COVER – 3 – FINANCIAL PROPOSAL
a. State Debt Support required (Annexure 11 A) [F1]
b. Financing of Investment and Equity stake by the Lead Member (Annexure 11 B) [F2]
c. Projected Internal Rate of Return (Annexure 11 C-1) [F3(a)]
d. Projected Profit and Loss Statement (Annexure 11 C-2) [F3(b)]
e. Projected Cash Flow Statement (Annexure 11 C-3) [F3(c)]
f. Major assumptions underlying Profit and Loss Statement (Annexure 11 C-4) [F3(d)]

Cover 3 WILL NOT contain any techno-commercial information/conditions other than those as stipulated above. Cover 3 containing any techno-commercial information/conditions other than those required above, is likely to be rejected.

The sealed outer cover of Detailed Proposal shall be addressed to the Sponsor.

15.2 Number of copies: The Bidder shall prepare ONE original, FOUR copies/set of the Proposal, along with one electronic copy (Soft Copy) clearly marking each one as: “ORIGINAL”, “COPY” and “SOFT COPY” as appropriate. In the event of any discrepancy between the original and any copy, the original shall prevail.

15.3 The original and copy of the Proposal shall be typed and shall be signed by a duly authorized person on behalf of all the Members of the Bidder Consortium. The
persons signing the Proposal shall initial all pages of the Proposal, except for unamended printed and bound literature.

15.4 **Corrections:** Any interlineations, erasures or overwriting shall only be valid if the person or persons signing the Proposal initial them.

### 16 SEALING AND MARKING OF PROPOSALS

16.1 **Sealing:** The Bidders shall seal the Proposal – Statement of Qualification, Technical Proposal and Financial Proposal in 3 separate envelopes, each containing the documents specified in Para 15.1 above, and shall mark the envelopes as “COVER-1: STATEMENT OF QUALIFICATION”, “COVER-2: TECHNICAL PROPOSAL” and “COVER-3: FINANCIAL PROPOSAL”. These three envelopes shall be sealed in an outer envelope.

16.2 **Marking:** The inner and outer envelopes shall:
   a. be addressed to the Sponsor as indicated in the Letter of Invitation, and
   b. bear the title “INTERNATIONAL DEEPWATER SEAPORT AND CONTAINER TRANSSHIPMENT TERMINAL, VIZHINJAM ” and the words "PROPOSAL: DO NOT OPEN BEFORE ________" to be completed with the time and date specified in the Letter of Invitation.

16.3 **Self Address:** The inner envelopes shall each indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is declared "Late".

16.4 **Improper Sealing & Marking:** If the outer cover is not sealed and marked as required, the Sponsor will assume NO responsibility for the Proposal's misplacement or premature opening. If the outer cover discloses the Bidder's identity, the Sponsor will not guarantee the anonymity of the Proposal submission, but this disclosure will not constitute grounds for Proposal rejection.

### 17 PROPOSAL VALIDITY PERIOD

17.1 Proposal Validity Period means validity of the Proposal for 8 (eight) months after the Proposal Due Date. A Proposal valid for a shorter period shall be rejected by the Sponsor as non-responsive.

17.2 **Extension of Validity:** The Sponsor may solicit the Bidders' consent to an extension of the Proposal Validity Period. The request and responses thereto shall be made in writing. If a Bidder accepts to extend the Proposal Validity Period, the Proposal Security shall also be extended accordingly. A Bidder may refuse to accede to the request for extending the Proposal Validity Period without having its Proposal
Security being forfeited. A Bidder granting such extension request will not be permitted to modify its Proposal.

18 PROPOSAL DUE DATE

18.1 The Sponsor must receive Proposals not later than the time and date specified in the Letter of Invitation (Proposal Due Date) or any amended date as mentioned in Para 9.3, and at the office of Sponsor mentioned in the Letter of Invitation. The Proposal should be sent in the manner and form as detailed in the RFP. Proposals submitted by either facsimile transmission or telex or e-mail will not be accepted.

19 LATE PROPOSALS

19.1 Any Proposal received by the Sponsor after the Closing Time on Proposal Due Date prescribed by the Sponsor will be rejected and returned unopened to the Bidder.

20 MODIFICATION AND WITHDRAWAL OF PROPOSALS

20.1 Time Bar: The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by the Sponsor prior to Closing Time on the Proposal Due Date. No Proposal shall be modified or withdrawn after the Proposal Due Date until the expiration of Proposal Validity Period. Withdrawal of a Proposal during this interval shall result in the Bidder's forfeiture of its Proposal Security.

20.2 The modifications if any shall be prepared, sealed, marked and dispatched as follows:
   a. The Bidders shall provide ONE original and FOUR copies of any modifications to its Proposal, clearly identified as such, duly marked "PROPOSAL MODIFICATIONS". The envelopes shall be sealed in an outer cover, duly marked "PROPOSAL MODIFICATIONS – DO NOT OPEN BEFORE _________."
   b. Other provisions concerning the marking and dispatch of Proposal modifications shall be in accordance with the requirements set down in Para 15-16 of this RFP.

20.3 Withdrawal: A Bidder wishing to withdraw its Proposal shall notify the Sponsor in writing prior to the deadline prescribed for the submission of Proposals. The notice of withdrawal shall:
   a. Be addressed to the Sponsor and send to the address as provided in the Letter of Invitation.
   b. Bear the Project name and the words "PROPOSAL WITHDRAWAL NOTICE." Proposal Withdrawal Notices received after the deadline for
submission of Proposals will be ignored, and the submitted Proposal will be deemed to be a validly submitted Proposal.

21 OPENING OF PROPOSAL BY SPONSOR

21.1 The Outer Cover and Cover – 1 (Statement of Qualification) of all the bidders who submitted the proposals shall be opened in the presence of the designated representatives of the Bidders who choose to attend the proposal opening on the time and date specified in the Letter of Invitation in the office of the Sponsor. Bidder’s representatives may attend the opening and shall sign a register as proof of their attendance. Bidders’ names and any such other details, as the Sponsor may consider appropriate, will be announced by the Sponsor at the time of opening of the outer cover and Cover – 1 (Statement of Qualification). In the event any bid is found without proposal security in the outer cover, Cover 1, Cover 2 and Cover 3 of the bidder will be returned unopened.

21.2 The Cover – 2 (Technical Proposal) of only those bidders who have passed the Qualification Criteria shall be opened and evaluated.

21.3 The Cover – 3 (Financial Proposal) of only those bidders who become eligible after the evaluation of technical proposals shall be opened. The time and date of opening of financial proposals shall be informed to the eligible bidders, giving minimum 7 days prior notice, to enable them attend the bid opening.

22 EXAMINATION OF PROPOSALS

22.1 Non-Responsive Proposals: The Sponsor will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and whether the Proposals are generally in order. Any Proposals found to be non-responsive, inter alia, for the following reasons:
   a. received after the Proposal Due Date
   b. not signed, sealed and marked as stipulated in Para 15-16
   c. does not contain the information, payment and documents (in formats specified, if any) as requested in the RFP
   d. does not mention the Proposal Validity Period as set out in Para 17
   e. inconsistencies between the Proposal and the supporting documents will be rejected by the Sponsor and not included for further consideration.

22.2 Detailed Examination: The Sponsor will carry out a further examination of the Proposals in order to determine whether the Proposal submitted by the Bidder is substantially responsive to the requirements set forth in the Proposal. In order to
reach such a determination, the Sponsor will examine the information supplied by the Bidders, and other requirements in the Proposal, taking into account, inter alia, the following factors:

a. Overall completeness and compliance.
b. Any deviations to the requirements stipulated in the Proposal.
c. Any other relevant technical factors that the Sponsor deems necessary or prudent to take into consideration, including interpretations of the Bidder, which are different from that of the Sponsor.
d. Any factor which affects in any substantial way, the scope, quality, or performance of the project.
e. Any factor which is inconsistent with the RFP.
f. Any factor which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

The Sponsor reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by the Sponsor in respect of such Proposals.

23 CLARIFICATIONS ON PROPOSAL

23.1 The Sponsor, may at its discretion, call for clarifications and/or presentation from any or all Bidders, or conduct clarification meeting(s) with any or all Bidders to clarify its Proposal.

24 EVALUATION OF PROPOSALS

24.1 The evaluation of Proposals shall be done on the basis of the Bidder’s technical and financial proposal as detailed below.

24.2 The Marking Table: The summary marking criteria for evaluation shall be as follows:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Parameters</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TECHNICAL CRITERIA – Total</strong></td>
<td></td>
<td><strong>100</strong></td>
</tr>
<tr>
<td>1.</td>
<td>Strategy for Development and Management of the Project</td>
<td><strong>40</strong></td>
</tr>
<tr>
<td>1.1</td>
<td>Methodology for traffic forecast and container cargo and vessel traffic figures</td>
<td>2</td>
</tr>
<tr>
<td>1.2</td>
<td>Master plan for the Port including phase wise port layout plans</td>
<td>8</td>
</tr>
<tr>
<td>1.3</td>
<td>Project designs, specifications and productivity norms</td>
<td>4</td>
</tr>
<tr>
<td>1.4</td>
<td>Capital works, operations and maintenance works</td>
<td>4</td>
</tr>
<tr>
<td>1.5</td>
<td>Proposed tariff structure</td>
<td>1</td>
</tr>
<tr>
<td>1.6</td>
<td>Design &amp; Methodology of breakwater construction</td>
<td>4</td>
</tr>
</tbody>
</table>
## Instruction to Bidders

### 1. Cost effective Methodology of land reclamation

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost effective Methodology of land reclamation</td>
<td>1</td>
</tr>
<tr>
<td>Project scheduling and implementation plan</td>
<td>3</td>
</tr>
<tr>
<td>Operations and Maintenance Plan</td>
<td>3</td>
</tr>
<tr>
<td>Environmental Management Plan</td>
<td>3</td>
</tr>
<tr>
<td>Social Framework &amp; management plan</td>
<td>3</td>
</tr>
<tr>
<td>Others, including innovativeness</td>
<td>4</td>
</tr>
</tbody>
</table>

### 2. Strategy for Marketing of the project and Similar Experience of the Bidder in Marketing such Services

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marketing Plan</td>
<td>7</td>
</tr>
<tr>
<td>Ongoing relationship/ alliance with Container liner agencies</td>
<td>5</td>
</tr>
<tr>
<td>Experience in marketing of container transshipment services</td>
<td>5</td>
</tr>
<tr>
<td>Marketing strength / alliances / collaboration / presence worldwide</td>
<td>5</td>
</tr>
<tr>
<td>Current Commitments</td>
<td>3</td>
</tr>
</tbody>
</table>

### 3. Similar Experience of the Bidder in developing & Managing such Projects

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project design / construction / development / management experience for similar container transshipment port projects</td>
<td>10</td>
</tr>
<tr>
<td>Project design / construction / development / management experience for similar port projects</td>
<td>6</td>
</tr>
<tr>
<td>Project design / construction / development / management experience for other large infrastructure projects</td>
<td>6</td>
</tr>
<tr>
<td>Project design / construction / development / management experience in India and other developing countries</td>
<td>3</td>
</tr>
</tbody>
</table>

### 4. Project Management Capabilities of Bidder including Qualifications and Experience of Key Staff proposed for the Project

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed management plan – Proposed SPC structure / composition of the proposed management committee for the project/organigram of proposed consortium</td>
<td>4</td>
</tr>
<tr>
<td>Key qualifications, skill set and number of years of experience for the key personnel to be deputed for managing the project (CEO/marketing manager/operations manger / technical manager / financial-accounts manager/other key staff)</td>
<td>2</td>
</tr>
<tr>
<td>Adequacy for the project – number of similar projects executed by the personnel in the past, experience of the proposed staff in Container logistics/port operations in India or in other countries with high container trade growth</td>
<td>4</td>
</tr>
</tbody>
</table>

### 5. Quantitative Parameters

<table>
<thead>
<tr>
<th>Parameters</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount of State Debt Support required</td>
<td>Lowest</td>
</tr>
</tbody>
</table>
24.3 The submissions of the Technical Proposal would be evaluated to check its’ substantial compliance with the stipulated requirements. The Sponsor/GOK may discuss, request clarifications/ substantiation/additional information and require meetings with the Bidders or presentation by the Bidders on their Technical Proposals. The Bidder shall provide clarifications/ substantiation/ additional information, as requested within a period of one week. The required information shall be provided in ‘reasonable detail’. For purposes of this RFP, ‘reasonable detail’ means that, except for minor deviations/inadequacies, the submissions in the Technical Proposal generally meet the requirements and if need be, by having communication with the Bidder, the same can be clarified. The determination of whether the information has been provided in ‘reasonable detail’ rests solely with Sponsor/GOK Accordingly, the submissions of the Technical Proposal would be evaluated to check its’ substantial compliance with the stipulated requirements. If the submission towards a particular technical parameter is not in substantial compliance, no marks/points shall be given to that parameter. The right to determine the ‘substantial compliance’ or otherwise will rest solely with Sponsor/GOK and no correspondence and/or representation towards this will be entertained. The evaluation method of the Technical Proposal is summarized as below:

<table>
<thead>
<tr>
<th>SN.</th>
<th>Substantial Compliance of Parameters of Technical Proposal</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Yes</td>
<td>Full marks</td>
</tr>
<tr>
<td>2</td>
<td>No</td>
<td>Nil</td>
</tr>
</tbody>
</table>

24.4 The technical proposal of only those who have passed the Qualification Criteria would be opened and the Bidders, scoring less than 70%, i.e., 70 points/marks out of 100 in the technical evaluation stage, would be returned their financial proposal unopened.

24.5 The financial proposal of the technically qualified Bidders would then be opened. The single currency for evaluation is Indian Rupee. The official selling price of Foreign Currency shall be the State Bank of India Bill Selling Rate of exchange as on the Proposal Due Date.

24.6 The Financial bid (as above) thus obtained would be the basis for ranking and the Proposal with the lowest State Debt Support requirement would be the highest evaluated Proposal.
25 INTIMATION OF SELECTION AND AWARD

25.1 Subject to the requirements of award set out in this Para, the Sponsor shall intimate the Bidder that has submitted the highest evaluated Proposal, that it may be selected as the Licensee through a Letter of Intent (LOI), subject to conditions set out in Para 26 and Para 27.

25.2 Changes in Qualification Status: Prior to proceeding with the nomination as Licensee, the Sponsor shall determine to its satisfaction that no circumstances, in particular the Bidder's work in hand, future commitments and current litigation, have arisen or intervened that would change the Sponsor's opinion as to whether the Bidder determined as having submitted the highest evaluated and responsive Proposal is still qualified to satisfactorily implement the Project. An affirmative determination will be a prerequisite for nomination as Licensee. A negative determination will result in rejection of the Bidder's Proposal.

25.3 The Sponsor/GOK would then issue Letter of Intent (LOI) to the highest evaluated Bidder. Within ten (10) days from the date of issue of the LOI, the highest evaluated Bidder shall accept the LOI and return the same to the Sponsor/GOK. The highest evaluated Bidder on acceptance of the LOI, submission of Performance Security Bank Guarantee and payment of upfront Project Development Fee would be declared as Successful Bidder and nominated as the Licensee.

25.4 The Sponsor/GOK will promptly notify other Bidders that their Proposals have been unsuccessful and their Proposal Security will be returned as promptly as possible, in any case not later than four (4) weeks from the date of declaration of the Successful Bidder, except the second highest evaluated Bidder. The Proposal Security of second highest evaluated Bidder will be returned immediately after execution of the License Agreement with the Successful Bidder.

26 PERFORMANCE GUARANTEE & PROJECT DEVELOPMENT FEES

26.1 Within two (2) weeks of the issue of the LOI, the Bidder shall furnish a Performance Guarantee for value equal to INR 500 million (INR Five Hundred Million only) in the form provided at Annexure 14. The Performance Guarantee shall be in the form of an unconditional and irrevocable Bank Guarantee from a scheduled bank in India acceptable to the Sponsor/Licensor having an operational branch in Thiruvananthapuram, Kerala, India.

26.2 Along with the Performance Guarantee, the Bidder shall pay an amount of INR 50 million (INR Fifty Million only) in the form of a Bank Draft favoring Licensor or any other entity as authorized by the Licensor, payable at Thiruvananthapuram as upfront Project Development Fee (PDF). The balance PDF of INR 200 million (INR
Two Hundred Million only) shall be payable as per the details stipulated in RFP Volume 3, Section VIII: Draft License Agreement.

26.3 Any failure to submit the Performance Guarantee and/or upfront Project Development Fee, except as specifically agreed to otherwise by the Sponsor/Licensor, shall render the Proposal liable for disqualification, and forfeiture of the Proposal Security.

26.4 Within four (4) weeks of furnishing the Performance Guarantee and payment of upfront Project Development Fee, the Bidder shall execute the Project Agreements, including License Agreement, Share Holders Agreement and Loan Agreement failing which the nomination could be withdrawn, the Sponsor and/or Licensor reserving the right to annul the process or negotiate with the second highest evaluated Bidder.

27 SPONSOR’S/GOK’S RIGHT TO ACCEPT OR TO REJECT PROPOSALS

27.1 The Sponsor/GOK reserves the right to accept or reject any or all Proposals, and to annul the Proposal process and reject all Proposals at any time prior to nomination as Licensee, without thereby incurring any kind of liability, direct or indirect, to the affected Bidder(s). The Sponsor/GOK would be under no obligation to inform the affected Bidder(s) of grounds for the Sponsor’s/GOK’s action.

28 CONFIDENTIALITY

28.1 Information relating to recommendations for the short-listing/ selection shall not be disclosed to Bidders or any other persons not officially concerned with such process until the nomination of the Licensee has been announced. Any effort by a Bidder to influence the Sponsor’s processing of Proposals or evaluation shall result in the forthwith rejection of its Proposal.

29 APPLICABLE LAW

29.1 The applicable Law for the RFP documents would be Indian Law and the applicable jurisdiction shall be the Civil Courts at Thiruvananthapuram, India.

30 CORRUPT OR FRAUDULENT PRACTICES

30.1 It is required that the Bidders observe the highest standard of ethics during the Bidding process. In pursuance of this policy, the Sponsor:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the
Bidding process or in the execution of any Agreement with Licensor, or bringing political pressure;

ii. “Fraudulent practice” means a misrepresentation of facts in order to influence the Bidding process or in the execution of any Agreement with Licensor to the detriment of the Sponsor/Licensor, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to deprive the Sponsor of the benefits of free and open competition.

b. Will reject a Proposal, at any stage, if it determines that the Bidder recommended for selection has engaged in any corrupt or fraudulent practices during bidding process.

31 DISCLAIMER

31.1 The RFP is not an agreement and is not an offer or invitation by Sponsor to any party other than the Bidders.

31.2 Sponsor/GOK may in their absolute discretion, without being obliged to do so, update, amend or supplement the information in the RFP. The information that the Sponsor/GOK is in a position to furnish is limited to this RFP and the information available at the data room, along with any amendments/clarifications thereon.

31.3 The information contained in the RFP, data room or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Sponsor/GOK/ Advisors/ Consultants/ any of their employees, is provided to the bidders on the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided. The purpose of the RFP is to provide the bidder(s) with information to assist the formulation of their proposals. The RFP does not purport to contain all the information each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for GOK/Sponsor, their employees or Advisors Consultants to consider the investment objectives, financial situation and particular needs of each eligible party who reads or uses the RFP.

31.4 Each Bidder should check the accuracy, reliability and completeness of the information in the RFP and wherever necessary obtain independent advice from appropriate sources. GOK, Sponsor, Advisors, Consultants, their employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP. Each Bidder should conduct its own studies and analysis and is advised to collect and obtain any other information that may be necessary for preparing the Proposal, at its own responsibility. The Bidder shall be deemed to have satisfied himself before submitting his Proposal, as to the risks, contingencies and all other circumstances, which may influence or affect his Proposal.
31.5 Mere submission of a responsive Proposal does not ensure selection of the Bidder as Licensee.
LIST OF ANNEXURES

Annexure: 1 Acknowledgement of Receipt of RFP and Notification of Intent to Submit the Proposal
Annexure: 2 Clarifications, Anomalies and Ambiguities
Annexure: 3 Cover Letter [to be submitted by the Bidder as P1]
Annexure: 4 Details of Bidders [to be submitted by the Bidder as P2]
Annexure: 5 Power of Attorney for Nomination of Lead Member of Consortium [to be submitted by the Bidder as P3]
Annexure: 6 Consortium Agreement to be entered into Amongst the Members of the Consortium [to be submitted by the Bidder as P4]
Annexure: 7 Legal Opinion that the Consortium Agreement is valid [to be submitted by the Bidder as P5]
Annexure: 8 Current Litigation Status [to be submitted by the Bidder as P6]
Annexure: 9 Statement of Qualification Format [to be submitted in Cover-1 as Q] alongwith Supporting Documents
Annexure: 10 Technical Evaluation Criteria Sheets
  10 A: Strategy for Development and Management of the Project [to be submitted by the Bidder as T1].
  10 B: Strategy for Marketing of the Project and Similar experience of the Bidder in Marketing such Service [to be submitted by the Bidder as T2, T2(a), (b), (c), (d)].
  10 C: Similar Experience of Bidder in Developing and managing such Projects [to be submitted by the Bidder as T3(a), (b), (c)].
  10 D: Project Management capabilities of Bidder including Qualifications and competence of key staff for the Project [to be submitted by the Bidder as T4, T4(a), (b)].
Annexure: 11 Financial Evaluation Criteria sheets
  11 A: State Debt Support required [Evaluation Criteria 5.1, to be submitted by the Bidder as F1].
  11 B: Financing of Investment and Equity stake by Lead Member [to be submitted by the Bidder as F2].
  11 C-1: Projected Internal Rate of Return (Post Tax) [Evaluation Criteria 6.1, to be submitted by the Bidder as F3(a)].
  11 C-2: Projected Profit & Loss Statement [to be submitted by the Bidder as F3(b)].
  11 C-3: Cashflow Statement [to be submitted by the Bidder as F3(c)].
11 C-4  : Major assumptions underlying the Profit & Loss Statement [to be submitted by the Bidder as F3(d)].

Annexure: 12 Proposal Security [to be submitted by the Bidder as P7]
Annexure: 13 Amendments sought to Draft License Agreement [to be submitted by the Bidder as P8]
Annexure: 14 Performance Guarantees Format [to be signed and submitted on Proposal Due Date as token of acceptance towards completing and submitting in case the Bidder is chosen as Licensee]

Note:

“P” stands for General Proposal Submission Forms (P1 to P8 to be submitted as part of outer cover).

“Q” containing Qualification Proposal Forms will be submitted in a sealed cover (Q to be submitted as Cover -1 – Statement of Qualification)

“T” stands for Technical Proposal Forms (T1 to T4 to be submitted as part of Cover – 2 – Technical Proposal).

“F” stands for Financial Proposal Forms (F1 to F3 to be submitted as part of Cover – 3 – Financial Proposal).
Annexure 1

Acknowledgement of Receipt of RFP and Notification of Intent to Submit the Proposal

(to be printed on Bidder’s letter head)

Vizhinjam International Seaport Ltd.
Level 5 (3rd Floor),
Trans Towers, Vazhuthacaud,
Thiruvananthapuram- 695 014,
KERALA, INDIA

Sub: Development of Vizhinjam Port with Private Sector Participation - Acknowledgement Letter

Dear Sir,

1. a. The undersigned hereby acknowledges receipt of the entire set of Request for Proposal Document, for setting up a green-field port at Vizhinjam, Kerala, consisting of seven Sections from Vizhinjam International Seaports Ltd.

OR

b. The undersigned hereby confirms that receipt of the Request for Proposal Document, with the following missing portions:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Section No.</th>
<th>Missing Page(s)</th>
</tr>
</thead>
</table>

2. We are in receipt of the Electronic form of RFP Documents for convenience of the Bidders. We confirm that in case of any discrepancy or dispute between the two, the printed form of the RFP Documents supplied by the Sponsor shall prevail.

3. The undersigned hereby notifies that it is interested / not interested (strike off whichever is not applicable) to participate in the proposal submission for the Vizhinjam Port Project.

Yours faithfully,

Name (Company/Consortium)
Signature
Name of signatory (Printed)

Title of Signatory (Printed)

Date of Receipt of RFP document

Date of Transmittal of this Form

Notes to the Bidder:
- The letter should be sent to Sponsor by courier or fax, within ten (10) days of the date of dispatch of the RFP document by Sponsor.
- Under point (1), strike out either (a) or (b) whichever is not applicable.
## Annexe 2

**Clarification, Anomalies and Ambiguities**

*(to be printed on Bidder’s letter head)*

Vizhinjam International Seaport Ltd.
Level 5 (3rd Floor),
Trans Towers, Vazhuthacaud,
Thiruvananthapuram- 695 014,
KERALA, INDIA

**Sub: Development of Vizhinjam Port with Private Sector Participation – Clarification, Anomalies and Ambiguities**

Dear Sir,

The following are the anomalies/inconsistencies in the RFP furnished earlier, and the Bidder’s understanding:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Clause of RFP (Para No and Page No.)</th>
<th>Statement of Discrepancy</th>
<th>Bidder’s Understanding</th>
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Yours faithfully,

Authorized Signature:
Name & Title of Signatory:

Name of Bidder
Address:
Common Seal

**Notes to the Bidder:**
- The above is intended to identify instruction or factual discrepancies, and not to negotiate positions or clarify project understanding.
- The above to reach within 30 days from date of issue of RFP.
Annexure 3
Cover Letter
(to be printed on Bidder’s letter head)

To
Vizhinjam International Seaport Ltd.,
Level 5 (3rd Floor),
Trans Towers, Vazhuthacaud,
Thiruvananthapuram - 695 014,
KERALA, INDIA

Sub:   Development of Vizhinjam Port with Private Sector Participation – Cover Letter

Dear Sir,

1. We offer our commitment to form a Special Purpose Company (SPC) to implement and operate the greenfield Vizhinjam Port Project in Kerala should the Sponsor select us as the Licensee for this purpose.

2. a. We are submitting this Proposal on our own.

   (OR)

   b. We are submitting this Proposal as the Lead Member of a Consortium consisting of the following companies:

       | No. | Company Name | Address |
       |-----|--------------|---------|
       | 1.  |              |         |
       | 2.  |              |         |
       | 3.  |              |         |

As the Lead Member, we understand the obligations of the Licensee to implement the Project. We are enclosing Power(s) of Attorney from the other Consortium Members authorizing us to act as ‘Lead Member’ for this Project.

3. This Proposal and your written acceptance of it shall form part of the Project Agreements to be signed between the Licensor and the Licensee. If nominated as Licensee, we understand that it is on the basis of the technical, financial and organizational capabilities and experience of the Consortium taken together. We understand that the basis for our qualification will be the Statement of Qualification submitted by us alongwith this letter, and
that any circumstance affecting our continued eligibility as per Qualification Criteria, or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.

4. We understand that you are not bound to accept any or all Proposal(s) you receive.

5. We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including any of the other Bidders for the Project, in connection with the preparation and/or submission of our Proposal for the Project, or conduct of feasibility studies.

6. We undertake that, in competing for (and, if we are nominated as Licensee, in executing) the Project Agreements, we will strictly observe the laws against fraud and corruption in force in India, namely, “Prevention of Corruption Act, 1988”.

7. We hereby confirm that this Proposal complies with the Proposal Validity Period.

8. We declare that we have disclosed all material information, facts and circumstances to the Sponsor, which would be relevant to and have a bearing on the evaluation of our Proposal and selection as Licensee.

9. We declare that in the event that the Sponsor/GOK discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Proposal from further participation in the Proposal evaluation process and forfeit our Proposal Security.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:

Name of Bidder
Address:
Common Seal

Note to the Bidder:
- To be submitted as part of Proposal by Proposal Due Date as P1
- Strike out the portion not relevant under Paragraphs (2)
Annexure 4
Details of Bidders

1.

a. Name of Firm
b. Lead Consortium Member / Consortium Member (Strike out whichever is not applicable)
c. Country of incorporation
d. Address of the corporate headquarters and its branch office(s), if any, in India
e. Date of incorporation and / or commencement of business
f. Ownership of the Organization
   (List of stockholders / members who own 10% or more of the stocks and their interest in the company):
   (i)
   (ii)
   (iii)
g. List of current directors
h. Key management personnel

2. Brief description of the Company including details of its main lines of business.

3. Proposed role and responsibilities of the Company in this project

4. Details of individual(s) who will serve as the point of contact/communication within the Company:
   a. Name
   a. Designation
   b. Address
   c. Telephone Number
   d. E-Mail Address
   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 in separate sheets (company profiles should also be enclosed)
   b. information regarding role of each member should be clearly provided

Note to the Bidder:
- To be submitted as part of Proposal by Proposal Due Date as P2
Annexure 5

Power of Attorney for Nomination of Lead Member of Consortium

KNOW ALL MEN BY THESE PRESENTS THAT, We, M/s ........................., M/s................M/s..................... and M/s...................... (the respective names and addresses of the registered office) do hereby SEND GREETINGS:

WHEREAS Vizhinjam International Seaports Limited (VISL) has invited proposals from interested parties for development of Vizhinjam Port Project in the state of Kerala on behalf of Government of Kerala.

WHEREAS, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

WHEREAS, it is necessary under the Request for Proposal 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 Proposal for the Project or in the alternative to appoint one of them as the Lead Member, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s ........................., M/s........................M/s........................ and M/s.......................... (the respective names and addresses of the registered office) do hereby designate M/s.......................... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in Pre-Bid meeting, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with Vizhinjam International Seaports Ltd, any other Government Agency or any person, in
connection with the Project until culmination of the process of bidding and thereafter till the contract is entered into with Licensor.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the........Day of........2007

..................................
(To be executed by all the members of the Consortium)

Note to the Bidder:
- To be submitted as part of Proposal by Proposal Due Date as P3.
- 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 executions and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney should be printed on appropriate non-judicial stamp paper and executed before a Notary Public, as applicable.
Annexure 6

Consortium Agreement entered into Amongst the Members of the Consortium

To be submitted in own format.

Note to the Bidder:
- To be submitted as part of Proposal by Proposal Due Date as P4
Annexure 7
Legal Opinion
that the Consortium Agreement is Valid

To be submitted in own format.

Note to the Bidder:
- To be submitted as part of Detailed Proposal by Proposal Due Date as P5
Annexure 8

Current Litigation Status

Current Litigation Status

Consortium members shall provide information on any current or pending litigation or arbitration of the Consortium members or any of its subsidiaries and likely to affect execution of this Project.

Name of Client / disputing party:

<table>
<thead>
<tr>
<th>Year</th>
<th>Name of Client / Disputing party</th>
<th>Cause of litigation &amp; matter of dispute</th>
<th>Interim Award, Order or Decree For or Against Applicant</th>
<th>Disputed amount (Current value, Rupee equivalent)</th>
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Note to the Bidder:

- To be submitted as part of Proposal by Proposal Due Date as P6
- Detail for each consortium member(s) to be provided separately
- Please indicate disputed amount, if known, else it should be indicated as closely as possible
- If any information in this schedule is found at a later date to be incorrect or concealed, participation of bidder will be rejected at any time and Proposal Security forfeited.
Annexure 9

Statement of Qualification Form

(to be printed on Bidder’s letter head)

Vizhinjam International Seaport Ltd.
Level 5 (3rd Floor),
Trans Towers, Vazhuthacaud,
Thiruvananthapuram- 695 014,
KERALA, INDIA

Sub: Development of Vizhinjam Port with Private Sector Participation – Statement of Qualification

Dear Sir,

1. We are submitting this Statement of Qualification as the Lead Member of a Consortium consisting of the following companies:

<table>
<thead>
<tr>
<th>No.</th>
<th>Company Name</th>
<th>Address</th>
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<td>1.</td>
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2. The following is the Statement of Qualification for the Consortium/firm:

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<tr>
<th>Particulars</th>
<th>Lead Member</th>
<th>Member</th>
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<th>Member</th>
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<td>Experience in successful development / operation of port / shipping</td>
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<td>Experience in development of other Infrastructure Projects on Commercial format</td>
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3. The Following Documents are attached in support of the above Statement of Qualification.
   I. 
   II. 
   III. 
   IV. 
   -- 
   --

4. We declare that we have disclosed all material information, facts and circumstances to the Sponsor, which would be relevant to and have a bearing on the evaluation of our Proposal and selection as Licensee.

5. We declare that in the event that the Sponsor discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Proposal from further participation in the Proposal evaluation process and forfeit our Proposal Security.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:

Name of Bidder
Address:
Common Seal
Note to the Bidder:

- To be submitted as part of Proposal by Proposal Due Date in COVER - 1 as Q.
- The relevant supporting documents should be furnished for the lead member and/or consortium member(s) like annual report/equivalent document for the past 5 years, similar assignments/projects undertaken/concluded in last 10 years indicating track record and time schedule etc., experience in successful development and operations of port(s) on commercial format, organizational charts, any other detail as deemed significant etc.
Annexure 10

Technical Evaluation Criteria Sheets

Annexure 10-A

Strategy for Development & Management of the Project (Evaluation Criteria 1)
[to be submitted by Bidder as T1]

As mentioned in Para 13.5.1, the Strategy for Development, Management and Marketing of the Project shall include the following:

- Methodology for traffic forecast and container cargo and vessel traffic figures (Evaluation Criteria 1.1)
- Master Plan for the Port including phase-wise port layout plans (Evaluation Criteria 1.2)
- Project designs, specifications and productivity norms (Evaluation Criteria 1.3)
- Capital works, operations and maintenance works (Evaluation Criteria 1.4)
- Proposed tariff structure (Evaluation Criteria 1.5)
- Design & Methodology of breakwater construction (Evaluation Criteria 1.6)
- Cost effective Methodology of land reclamation (Evaluation Criteria 1.7)
- Project scheduling and implementation plan (Evaluation Criteria 1.8)
- Operations and Maintenance Plan (Evaluation Criteria 1.9)
- Environmental Management Plan (Evaluation Criteria 1.10)
- Social Framework & Management Plan (Evaluation Criteria 1.11)
- Others (Evaluation Criteria 1.12)
Annexure 10-B

Strategy for Marketing of the project and Similar Experience of the Bidder in Marketing such Services (Evaluation Criteria 2)
[to be submitted by Bidder as T2]

As mentioned in Para 13.5.2, similar experience of the bidder in marketing such projects & services shall include the following:

- Marketing Plan (Evaluation Criteria 2.1 and 2.3) – Annexure 10-B1.
- Ongoing relationship/ alliance with Container liner agencies (Evaluation Criteria 2.2) – Annexure 10-B2.
- Experience in marketing of container transshipment services (Evaluation Criteria 2.3)
- Marketing strength / alliances / collaboration / presence worldwide (Evaluation Criteria 2.4) – Annexure 10-B3
- Current Commitments (Evaluation Criteria 2.5) – Annexure 10-B4
Annexure 10-B1

Strategy for Marketing of the Project and Similar Experience of the Bidder in Marketing Such Service (Evaluation Criteria 2.1 & 2.3) [to be submitted by Bidder as T2 (a)]

As mentioned in Para 13.5.2, the Strategy for Marketing of the Project and experience of the bidder related to marketing of similar services shall be detailed as per the following:

- Marketing Plan (Evaluation Criteria 2.1)
- Experience in marketing of container transshipment services (Evaluation Criteria 2.3)
### Annexure 10-B2

**Ongoing relationship/ alliance with Container liner agencies (Evaluation Criteria 2.2, to be submitted by Bidder as T2 (b))**

<table>
<thead>
<tr>
<th>Name of agency/ other/ partner</th>
<th>Name, brief Details of alliance/ relationship</th>
<th>Place of operation</th>
<th>Date of Commencement of alliance/ relationship</th>
<th>Indicate whether ports or logistic or transshipment operations</th>
<th>Total Value of Works, if applicable (INR Million)</th>
<th>Indicate type of alliance/ relationship</th>
<th>Joint entity, if any, Equity shareholding of same</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Note: To be enclosed**

- The above information is to be provided for each consortium member.
- Certificates from partners are to be attached in respect of information furnished.
- Attach any additional information qualifying the above, if required.
### Annexure 10-B3

*Marketing strength / Alliances / collaboration / presence worldwide for Container Transshipment*

*(Evaluation Criteria 2.4, to be submitted by the Bidder as T2 (c))*

<table>
<thead>
<tr>
<th>Name of client / JV partner</th>
<th>Name, brief Description of Work (Marketing/Management)</th>
<th>Place of Execution of Work</th>
<th>Date of Commencement of marketing services</th>
<th>Indicate whether Greenfield ports or existing ports</th>
<th>Total Value of Works (INR Million)</th>
<th>Indicate type of Participation – Contractor / Licensee</th>
<th>Equity shareholding, if any</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Note: To be enclosed**

- The above information is to be provided for each consortium member.
- Certificates from employers, clients, etc. are to be attached in respect of information furnished.
- Attach any additional information qualifying the above, if required.
### Annexure 10-B4

**Current Commitments**

*(Evaluation Criteria 2.5) (to be submitted by the Bidder as T2 (d))*

(All figures: INR in Million)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description of Work</th>
<th>Cost of Project</th>
<th>Work Completed</th>
<th>Scheduled Year for Completion</th>
<th>Total Value of Works</th>
<th>Amount to be invested &amp; Means of Financing i.e. Debt/Equity (Provide details for atleast 10 years)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2008  2009  2010  2011</td>
</tr>
</tbody>
</table>

Similar details should also be provided for the projects for which the Bidder/Consortium members have expressed an interest, and how the Bidder/Consortium members will proceed if selected to tender for more than one of above-mentioned projects.

**Note:**

- In case of a Consortium the same information is to be provided for each member.
- Bidder/Consortium member shall provide information on its total commitment to the projects, i.e. risk capital (equity, contract turnover, liquidated damages, promoters’ guarantees).
Annexure 10-C

Similar Experience of the Bidder in Developing and Managing Such Projects
(Evaluation Criteria 3, to be submitted by Bidder as T3)

As mentioned in Para 13.5.3 similar experience of the bidder in developing and managing such projects shall include the following:

- Project design/construction/development/management experience for similar container transshipment / similar port projects (Evaluation Criteria 3.1 & 3.2) – Annexure 10-C1.
- Project Design/construction/development/management experience for other large infrastructure projects (Evaluation Criteria 3.3) – Annexure 10-C2.
- Project Design/construction/development/management experience in India and other Countries (Evaluation Criteria 3.4) – Annexure 10-C3.
### Annexure 10-C1

*Project Design / Construction / Development / Management Experience for Container Transshipment / Port Projects (During the Last Ten Years) (Evaluation Criteria 3.1 & 3.2, to be submitted by Bidder as T3 (a))*

<table>
<thead>
<tr>
<th>Name of client / JV partner</th>
<th>Name, brief Description of Work (Construction, Development, Management)</th>
<th>Place of Execution of Work</th>
<th>Date of Commence ment of Work</th>
<th>Indicate whether Greenfield ports or existing ports</th>
<th>Total Value of Works (INR Million)</th>
<th>Percentage of contract executed by Firm / Consortium Member</th>
<th>Indicate type of Participation - Contractor / Licensee / if any</th>
<th>Equity shareholding, if any</th>
<th>Time Taken</th>
<th>Status of Project - Completed / Percentage completed in case Works in Progress</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Note: To be enclosed**

- The above information is to be provided for each consortium member.
- Certificates from employers, clients, etc. are to be attached in respect of information furnished.
- Attach any additional information qualifying the above, if required.
### Annexure 10-C2

*Project Design / Construction / Development / Management Experience for other Infrastructure Projects (during the last ten years)*  
*(Evaluation Criteria 3.3, to be submitted by Bidder as T3 (b))*

<table>
<thead>
<tr>
<th>Name of client / JV partner</th>
<th>Name, brief Description of Work (Construction, Development, Management)</th>
<th>Place of Execution of Work</th>
<th>Date of Commencement of Work</th>
<th>Indicate whether Infrastructure Projects including Road / Rail / Airport works</th>
<th>Total Value of Works (INR Million)</th>
<th>Percentage of contract executed by Firm / Consortium Member</th>
<th>Indicate type of Participation - Contractor / Licensee</th>
<th>Equity shareholding, if any</th>
<th>Time Taken As per contractual obligation</th>
<th>Status of Project - Completed / Percentage completed in case Works in Progress</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**NOTE:** To be enclosed

- the above information should be provided for projects other than those mentioned in Annexure 10-C1
- The above information is to be provided for each consortium member.
- Certificates from employers, clients are to be attached in respect information furnished.
- Attach any additional information qualifying the above, if required.
**Annexure 10-C3**

*Project Design / Construction / Development / Management Experience in India and other Countries (during the last ten years) (Evaluation Criteria 3.4, to be submitted by Bidder as T3 (c))*

<table>
<thead>
<tr>
<th>Name of client / JV partner</th>
<th>Name, brief Description of Work (Construction, Development, Management)</th>
<th>Place of Execution of Work</th>
<th>Date of Commencement of Work</th>
<th>Indicate whether Port Project or Infrastructure Project</th>
<th>Total Value of Works (INR Million)</th>
<th>Percentage of contract executed by Firm / Consortium Member</th>
<th>Indicate type of Participation - Contractor / Licensee</th>
<th>Equity shareholding, if any</th>
<th>Time Taken As per contractual obligation</th>
<th>Actual</th>
<th>Status of Project - Completed / Percentage completed in case of Works in Progress</th>
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</thead>
<tbody>
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</tbody>
</table>

**NOTE: To be enclosed**

- Bidder to summarize his information from Annexure 10-C1 and 10-C2 related to projects in India and developing countries.
- The above information is to be provided for each consortium member.
- Certificates from employers, clients are to be attached in respect information furnished.
- Attach any additional information qualifying the above, if required.
Annexure 10 - D

Project Management Capabilities of Bidder Including Qualifications and Experience of Key Staff Proposed for the Project (Evaluation Criteria 4, to be submitted by Bidder as T4)

As mentioned in Para 13.5.4 project management capabilities of bidder including qualifications and competence of key staff for the proposed project shall include:

- Proposed Management Plan – Proposed SPC structure / composition of the proposed management committee for the project/organigram of proposed consortium (Evaluation Criteria 4.1) – Annexure 10-D1.
- Key qualifications, skill set and number of years of experience for the key personnel to be deputed for managing the project (CEO/operations manager / technical manager / financial-accounts manager/other key staff) (Evaluation Criteria 4.2) – Annexure 10-D2.
- Adequacy for the project – number of similar projects executed by the personnel in the past, experience of the proposed staff in container transshipment/ port operations India or in other countries with high container trade growth (Evaluation Criteria 4.3) – Annexure 10-D2.
ANNEXURE 10-D1

PROPOSED MANAGEMENT PLAN
(Evaluation Criteria 4.1, to be submitted by Bidder as T3(a))

This will include the composition of the proposed Management Committee (organigram) to be set up for project implementation and management activities. This plan should clearly indicate the proposed structure of the Special Purpose Company (to be established once selected as a Licensee) for implementing the project. The names of the key personnel who would be associated with the project along with the key roles and responsibilities should be mentioned. The detailed curriculum vitae should be given as per format in Annexure 10-D2.
ANNEXURE 10-D2

Format of Curriculum Vitae of the Proposed Professional Staff
(Evaluation Criteria 4.2, 4.3, to be submitted by Bidder as T4 (b))

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Nationality:

Detailed Tasks Assigned:

Key Qualifications: (Evaluation Criteria 4.2)

Education:
(Summarize college, University and other, specialized education of staff member, giving names of institutions, dates attended and degrees obtained.)

Number of Years of Work Experience:

Training Programmes Attended:

Adequacy for the project (Evaluation Criteria 4.3):
(To give and outline of the staff member’s experience most pertinent to tasks on the project. Describe the degree of responsibility held by staff member on relevant previous assignments and give dates and location)

Employment Record:
(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates and names of employing organizations, titles of positions held and locations of assignment. For experience in last ten years also give type of activities performed and client references where appropriate).
Language:
(For each language indicate proficiency: Excellent, Good, Fair or poor; in speaking reading and writing)

Certification:
I, undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

Date:

Full name and Signature of the staff member:
Full name and Signature of the authorized representative:
### Annexure 11

#### Financial Evaluation Criteria Sheets

**Annexure 11 - A – State Debt Support required**

[Evaluation Criteria 5.1, to be submitted by the Bidder as F1]

<table>
<thead>
<tr>
<th>State Debt Support</th>
<th>INR...........million</th>
</tr>
</thead>
</table>

**Note to the bidder:**

- To be submitted as part of Financial Proposal by Proposal Due Date
- The State Debt Support required should be given upto 1 decimal point.
- State clearly whether the quoted figure is Positive or Negative (refer Clause 13.6.1)
- The Financial Bid Parameter is the amount of State Debt Support required in Terms of INR.
- The State Debt Support will be in the form of Subordinate Debt with Zero Coupon rate, to be funded by the Licensor
- The repayment of the above Debt will be made by the Licensee in 10 equated annual installments starting from 11th Year from Commercial Operation Date
- Additionally, the Licensor will provide Annual Revenue Support (ARS) for Year 1, 2 & 3 of operation as grants-in-aid. The ARS will be in 3 equal annual installments. The sum total of ARS will be 20% of the State Debt Support required
Annexure 11 - B - Financing of Investment and Equity stake by the Lead Member
(Evaluation Criteria 6.2 & 6.3, to be submitted by the Bidder as F2)

(i) Financing of Investment

<table>
<thead>
<tr>
<th>Year</th>
<th>Construction Period</th>
<th>Operational Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Aggregate Investment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funded By:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (to specify)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt-equity ratio</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms and Conditions of Debt and Other Instrument as mentioned above:

<table>
<thead>
<tr>
<th>Instrument</th>
<th>Overall Tenure</th>
<th>Moratorium</th>
<th>Interest Rate</th>
<th>Terms of conversion, if any</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (to specify)</td>
<td></td>
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</tr>
</tbody>
</table>

(ii) Equity stake by the Lead Member

| Equity stake by Lead Member | __ % |

Note to the bidder:
- To be submitted as part of Proposal by Proposal Due Date as part of Financial Proposal
- Construction cost to include all the costs including interest during construction, preliminary expenses, pre-operative expenses, contingency
- The details to be given Year-wise starting from the date of construction
- Preference shares with maturity more than 5 years will be treated as part of equity
### Annexure 11 - C1 Projected Internal Rate of Return (Post Tax)

_Evaluation Criteria 6.1, to be submitted by the Bidder as F3(a)]

<table>
<thead>
<tr>
<th>Year</th>
<th>Construction period</th>
<th>Operation Period</th>
<th>Upto 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>OUTFLOWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Expenditure (as per Cash Flow statement)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others, to be specified (as per Cash Flow statement)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-total (I)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INFLOWS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit after tax (as per P&amp;L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest and other finance charges (as per P&amp;L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation (as per P&amp;L)</td>
<td></td>
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<tr>
<td>Other Non cash charges (as per P&amp;L)</td>
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<td></td>
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<tr>
<td>Sub-total (II)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROJECT IRR</td>
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</tr>
</tbody>
</table>

| (INR Million) | |

**Note to the bidder:**
- To be submitted as part of Proposal by Proposal Due Date as part of Financial Proposal
### Annexure 11 C - 2 Projected Profit and Loss Statement

*(Backup to 11 C - 1, to be submitted by Bidder as F3 (b))*

(INR Million)

<table>
<thead>
<tr>
<th>Year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>Upto 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic</td>
<td></td>
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</tr>
<tr>
<td>Tariff</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Gross Income</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Income (to be specified)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>TOTAL INCOME (A)</strong></td>
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</tbody>
</table>

Less: Expenses

| Maintenance Dredging |        |
| Operations and Maintenance |        |
| Administrative expense |        |
| Marketing expense     |        |
| Interest expense      |        |
| Other financial expense |      |
| Depreciation          |        |
| Other expenses (to be specified) |      |
| **TOTAL EXPENSES (B)** |        |

Profit Before Tax (A) - (B)

| Tax            |        |
| Profit After Tax |  |

**Note to the bidder:**

- To be submitted as part of Proposal by Proposal Due Date as part of Financial Proposal
- All the income and expenditure figures should be given in real terms excluding the inflation rate.
- In line with the above, the interest rates should be considered as: Nominal Rate of interest Less Inflation rate (5%) = Real Rate of Interest
### Annexure 11 C - 3 Projected Cash Flow Statement

*(Backup to 11 C-2, to be submitted by Bidder as F3 (c))*

(Annexure 11 C - 3 Projected Cash Flow Statement

(Backup to 11 C-2, to be submitted by Bidder as F3 (c))

<table>
<thead>
<tr>
<th>Year</th>
<th>Construction period</th>
<th>1</th>
<th>2</th>
<th>Upto 30</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SOURCES OF INCOME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit After Tax</td>
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</tr>
<tr>
<td>Depreciation</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Share Capital</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Long term Debt</td>
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</tr>
<tr>
<td>Other long term source</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (to be specified)</td>
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<td></td>
</tr>
<tr>
<td>Sub-total (A)</td>
<td></td>
<td></td>
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<tr>
<td><strong>APPLICATION OF FUNDS</strong></td>
<td></td>
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</tr>
<tr>
<td>Capital expenditure</td>
<td></td>
<td></td>
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<tr>
<td>Repayment of long term debt</td>
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<tr>
<td>Repayment of other long term source</td>
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<tr>
<td>Dividend payment</td>
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</tr>
<tr>
<td>Others (to be specified)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-total (B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Opening Cash Balance (C)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surplus/(Deficit) (D) = (A) - (B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing Cash Balance (E) = (C) + (D)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note to the bidder:**
- To be submitted as part of Proposal by Proposal Due Date as part of Financial Proposal
- All the income and expenditure figures should be given in real terms excluding the inflation rate.
Annexure 11 C - 4 Major Assumptions underlying Profit and Loss Statement
(Backup to 11 C - 2, to be submitted by Bidder as F3 (d))
(All amounts in INR)

<table>
<thead>
<tr>
<th>No</th>
<th>Particulars</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Construction period:</td>
</tr>
<tr>
<td>2</td>
<td>Item-wise construction cost</td>
</tr>
<tr>
<td>A</td>
<td>Breakwater</td>
</tr>
<tr>
<td>B</td>
<td>Reclamation</td>
</tr>
<tr>
<td>C</td>
<td>Capital Dredging</td>
</tr>
<tr>
<td>D</td>
<td>Suprastructure</td>
</tr>
<tr>
<td>E</td>
<td>Financing Cost</td>
</tr>
<tr>
<td>F</td>
<td>Contingency</td>
</tr>
<tr>
<td>G</td>
<td>Others (specify)</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td>3</td>
<td>Phasing of cost (to be given quarter-wise)</td>
</tr>
<tr>
<td>4</td>
<td>Debt-equity ratio</td>
</tr>
<tr>
<td></td>
<td>Debt</td>
</tr>
<tr>
<td></td>
<td>Equity</td>
</tr>
<tr>
<td>5</td>
<td>Terms of debt</td>
</tr>
<tr>
<td>A</td>
<td>Upfront fee</td>
</tr>
<tr>
<td>B</td>
<td>Commitment fee</td>
</tr>
<tr>
<td>C</td>
<td>Maturity (Excluding construction period)</td>
</tr>
<tr>
<td>D</td>
<td>Moratorium</td>
</tr>
<tr>
<td>E</td>
<td>Rate of Interest (Nominal less: inflation rate)</td>
</tr>
<tr>
<td>6</td>
<td>Maintenance Dredging</td>
</tr>
<tr>
<td>7</td>
<td>Operations and Maintenance cost</td>
</tr>
<tr>
<td>8</td>
<td>Administrative cost</td>
</tr>
<tr>
<td>9</td>
<td>Marketing cost</td>
</tr>
<tr>
<td>10</td>
<td>Others (to specify)</td>
</tr>
<tr>
<td>11</td>
<td>Depreciation rates</td>
</tr>
<tr>
<td>12</td>
<td>Insurance</td>
</tr>
<tr>
<td>13</td>
<td>Tax assumptions</td>
</tr>
</tbody>
</table>
Annexure 12
Proposal Security
[to be submitted by the Bidder as P7]

Proposal Security

WHEREAS [NAME OF Bidder] (hereinafter called the “Bidder”) is submitting his Proposal for the implementation of the Vizhinjam Port Project, hereinafter called the “Proposal”.

KNOW ALL PEOPLE by these presents that We [NAME OF BANK] of [NAME OF COUNTRY] having our registered office at [ADDRESS] (hereinafter called the “Bank”) are bound unto Vizhinjam International Seaport Ltd. (VISL), Level 5 (3rd Floor), Trans Tower, Vazhuthacaud, Thiruvananthapuram- 695 014, KERALA, INDIA (hereinafter referred to as “Sponsor” which expression shall, unless the context otherwise requires include its subsidiaries, successors and assigns) and represented by VISL in the sum of INR 50 million (INR Fifty million), for which payment well and truly to be made to the said Sponsor, the Bank binds itself, its successors and assigns by these presents.

The conditions of this obligation are:

a. If the Bidder withdraws or modifies its Proposal during the period of Validity of Proposal specified by the Bidder in the Proposal Form, OR
b. If the Bidder fails to respond to any reasonable requests of the Sponsor, fails to furnish updated qualifications, or otherwise fails to comply with the Proposal process; OR

In the case of a successful Bidder, if such Bidder fails within the specified time limit
(i) To sign the Project Agreements, or
(ii) To furnish Performance Guarantee
(iii) To pay the upfront Project Development Fee to the Sponsor within the time stipulated.
(iv) If the Bidder agrees to extend the validity of the proposal, this Guarantee stands extended for further period of 30 days beyond the period of extension of the validity of the proposal by the bidder.

The Bank unconditionally pay the Sponsor upon the first written demand from the Sponsor issued through notice under registered post (explicitly understood as invocation of notice), forth with and without demur, cavil or argument, any sum or sums as stated by the Sponsor within the limit of INR 50 million (INR Fifty million)
as aforesaid, without the Sponsor needing to show or prove any grounds or reasons for demanding the sum specified, and not withstanding any difference of opinion between the Sponsor and the Bank/Bidder.

In case of any delay by the Bank, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from the Sponsor, the Bank agrees to pay interest at the rate of 15% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Bank also agrees that the Sponsor at its option shall be entitled to enforce and invoke this Guarantee against the Bank as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other Guarantee the client may have in relation to the Bidder’s liabilities.

Provided that the liability of the Bank under this Guarantee shall not exceed the said amount of INR 50 million (INR Fifty million) exclusive of interest payable on the amount demanded in the notice till the date of payment to the Sponsor and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of Civil Courts located in Thiruvananthapuram.

This Guarantee will remain in force upto and including [DATE], 9 months after the Proposal Due Date or as shall be extended by the Sponsor, notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Signed, sealed with the Common Seal of the Bank, and delivered:

[Bank name and address]

For and on behalf of the Bank

[Authorized signatory]
[Signatory designation]

In the Presence of:
Witness 1. Name & Address
2. Name & Address

Note to the Bidder:
- To be submitted as Part of Proposal by Proposal Due Date
Annexure 13
Amendments Sought to Draft License Agreement
[to be submitted by the Bidder as P8]

(to be printed on Bidder’s letter head)

Vizhinjam International Seaports Ltd.,
Level 5 (3rd Floor),
Trans Towers, Vazhuthacaud,
Thiruvananthapuram- 695 014,
KERALA, INDIA

Sub: Development of Vizhinjam Port with Private Sector Participation – Amendments sought to Draft License Agreement

Dear Sir,

We have read and understood the Draft License Agreement in respect of the captioned project provided to us by Sponsor.

Following are the amendments sought in draft License Agreement:

<table>
<thead>
<tr>
<th>No.</th>
<th>Draft License Agreement (Page No./ Clause)</th>
<th>Amendment sought</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

We understand and confirm that the above amendments sought by us are only for consideration of the Sponsor/Government of Kerala, if acceptable and the Sponsor/Government of Kerala is not bound to accept any or all of the amendments sought as above.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:
Name of Bidder
Address:
Common Seal
Note to the Bidder:

- To be submitted as part of Detailed Proposal by Proposal Due Date
- To be signed by the Lead Member(s) in case of a Consortium.
Annexure 15
Performance Guarantee
[to be signed and submitted on Proposal Due Date as token of acceptance towards completing and submitting in case the Bidder is chosen as Licensee]

Performance Guarantee

1. In consideration of Governor of the State of Kerala in his executive capacity for the Government of the State of Kerala, acting through the Secretary, Ports (hereinafter referred to as “Licensor” which expression shall, unless the context otherwise requires include its subsidiaries, successors and assigns) having decided to select M/s [-----] incorporated in _____ having its registered office at ________, hereinafter referred to as “Licensee” (which expression shall unless the context otherwise requires include its successors).

WHEREAS the ‘Project Agreements’ refers to the License Agreement, Share Holders Agreement and the Loan Agreement and any other Agreement to be entered into between the Licensor and Licensee, [M/s ___NAME___], for the purpose of implementing Vizhinjam Port Project in Kerala State through a Special Purpose Company (SPC).

AND WHEREAS the Licensee has undertaken to carry out the above works and perform the services required for due implementation of the said Project and in accordance with the terms of the Project Agreements. In compliance with the Proposal submitted and Project Agreements related thereto, the Licensee has agreed to provide performance guarantee to the Licensor in order to ensure the due and proper implementation of the Project;

AND WHEREAS the Licensee is required to furnish the Licensor with a Performance Bank Guarantee of Rupees Five Hundred Million Only (INR 500 million) as security for due compliance with the Licensee’s obligations in accordance with the conditions of the Project Agreements;

AND WHEREAS it is recognized by all concerned, that though the project is on commercial terms, nevertheless the project is also a work of Public interest.

2. KNOW ALL PEOPLE by these presents that We, the [name of Bank], having our registered office at [registered office address] and this branch office at [branch office address], (hereinafter referred to as “the Bank”), do hereby give
the Licensor, on behalf of the Licensee, such a Performance Bank Guarantee. The Bank hereby affirms that the Bank is the Guarantor and responsible to the Licensor, on behalf of the Licensee, up to a total of Rupees Five Hundred Million Only (INR 500 million) in case the Licensee commits breach of any covenants/conditions agreed with the Licensor in the Project Agreements or such other documents in respect of the Vizhinjam Port Project.

3. The Bank undertakes to unconditionally pay the Licensor, upon the first written demand from the Licensor, issued through a notice under Registered Post (explicitly understood as invocation of this Guarantee) forthwith and without demur, protest, objection or argument, any sum or sums within the limit of Rupees Five Hundred Million Only (INR 500 million), as aforesaid, without the Licensor needing to show or prove any grounds or reasons for demanding the sum specified, and notwithstanding any difference of opinion between the Licensor and the Bank/ Licensee. It is always understood that the decision of the Licensor regarding breach of any condition or covenant by the Licensee is beyond dispute and shall always be binding upon the Licensee /Bank. For the purposes of this Guarantee, the Licensee includes the SPC, which is to be formed by the Licensee. In case of any delay by the Bank in remitting the amounts under the present Guarantee, the Bank within 15 days from the date of receipt of notice of demand from the Licensor, the Bank agrees to pay interest at the rate of 15% per annum compounded on quarterly rests from the date of demand, until the date of payment.

4. The Bank hereby expressly waives the necessity of the Licensor demanding the said debt from the Licensee, before presenting the Bank with the demand. The Bank also agrees the Licensor shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, without proceeding against the Licensee and notwithstanding any security or other Guarantee the Licensor may have in relation to the Licensee’s liabilities.

5. The Bank agrees that no change/ addition/ alteration/ amendment/ modification to the terms of any document, contract or agreement between the Licensor and Licensee, or of the works to be performed under such contract or agreement, or in any obligation of the Licensor or Licensee, shall in any way, release the Bank from any liability under this Guarantee, and the Bank hereby waives notice of any such change/ addition/ alteration/ amendment/ modification.

6. This Guarantee shall come into effect immediately upon being signed, sealed and delivered to the Licensor, and shall stand discharged at the end of the Construction Phase as defined in the License Agreement, subject to this clause. This Guarantee shall remain in full force and effect and shall not be revoked during the above period. Provided that the Bank undertakes to give notice to the Licensor, full thirty (30) days prior to the end of the validity of this
Guarantee, and if such notice is not given, the validity of this Guarantee shall stand extended for a commensurate period after the (delayed) issue of such notice, and provided further that this Guarantee shall continue to subsist till the notice is given under this clause, and period thereafter are satisfied.

7. The obligations of the Bank under this Guarantee shall be continuing obligations and shall not be satisfied, discharged or affected by any intermediate or on-account payment.

8. The obligations of the Bank under this Guarantee are in addition to and not in substitution for any other security or guarantee which the Licensor may at any time hold for the performance of the Licensee’s obligations under the Project Agreements.

9. Any enforcement or failure to enforce by the Licensor of any other such security or guarantee, shall in no way relieve the Bank from its obligations under this Guarantee.

10. This Guarantee shall not be affected by any change in the constitution of the Licensee or the Bank.

11. The neglect, forbearance or waiver of the Licensor in enforcement of payment of any moneys due to the Licensor by the Licensee, or the grant of any extensions of time by the Licensor to the Licensee for fulfilling its obligations, shall in no way relieve the Bank from its liability under this Guarantee.

12. The Bank undertakes to pay to the Licensor any money so demanded, notwithstanding any dispute or disputes raised by the Licensee or the Bank, on any grounds whatsoever, and notwithstanding any suit or proceeding pending before any arbitration panel, tribunal or court. The liability under this present Guarantee is absolute and unequivocal.

13. As an original and independent obligation under this Guarantee, the Bank shall keep the Licensor indemnified against any liability of whatever kind resulting from any of the Proposed Licensee’s obligations under the Project Agreements being or becoming void, voidable, unenforceable or ineffective against the Licensee (including, without limitation, all legal and other costs, charges and expenses incurred by the Licensor in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under the Project Agreements). The Bank shall pay on demand the amount of such liability whether or not the Licensor has attempted to enforce any rights against the Licensee.

14. Provided that the liability of the Bank under this Guarantee shall not exceed the said amount of Rupees Five Hundred Million Only (INR 500 million) exclusive of interest payable on the amount demanded in the notice till the date of payment to the Licensor and interest thereon and it shall remain in force upto the completion of the Construction Phase as defined in the License Agreement.
15. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of Civil Courts located in Thiruvananthapuram.

In witness whereof, we, the said Bank, have on this -- day of --, 2007, signed, sealed with the Common Seal of the Bank, and delivered:

[Bank name and address]
For and on behalf of the Bank

[Authorized signatory]

[Signatory designation]

[Common Seal]

In the Presence of:

Witness 1. Name & Address

2. Name & Address

Note to the Bidder:
- To be submitted by Proposal Due Date
SECTION V
PORT PERFORMANCE PARAMETERS

1 PORT PERFORMANCE PARAMETERS

1.1 General
Vizhinjam port shall observe / adhere to some minimum performance standards to become attractive and economic port. These performance standards are explained hereunder.

1.2 Performance Standards

1.2.1 Average Pre-berthing time
For container ships berthing shall be "on arrival".

1.2.2 Average waiting time to Service time ratio
This ratio is widely used as a measure of the level of service provided by terminal. Average waiting time to service time ratio shall be less than 10%.

1.2.3 Average Berth Occupancy
Average berth occupancy shall not be more than the one given below.

<table>
<thead>
<tr>
<th>No. of berths</th>
<th>Berth Occupancy (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40</td>
</tr>
<tr>
<td>2</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>55</td>
</tr>
<tr>
<td>4</td>
<td>60</td>
</tr>
<tr>
<td>5</td>
<td>65</td>
</tr>
<tr>
<td>6 or more</td>
<td>70</td>
</tr>
</tbody>
</table>

1.2.4 Quay Capacity
An average number of 1200 TEUs / m of quay length per annum shall be achieved by the end of Phase I or 5 years from COD, which ever is earlier. This shall be increased and benchmarked to be at par with the best transshipment hubs with 1800 TEUs / m of quay length per annum by the end of Phase II or 10 years from the COD, which ever is earlier.
SECTION VI
TECHNICAL SPECIFICATIONS

1 Technical Specifications

The development of Vizhinjam International Deepwater Seaport and Container Transshipment Terminal shall be detailed out by the Licensee. The plans, designs and development shall conform to the statutory outline development plan and other accepted engineering codes and practices in India. The list of codes to be followed is given for guidance only and is not exhaustive.

The following design codes will be the principle ones used in the various elements of the design:

1.1 Indian Standards for Ports and Harbours

1. IS 4651 (Part I) – 1974: Code of Practice for Planning and Design of Ports and Harbours (Part I – Site Investigations)

2. IS 4651 (Part II) – 1989: Code of Practice for Planning and Design of Ports and Harbours (Part II – Earth Pressures)

3. IS 4651 (Part III) – 1974: Code of Practice for Planning and Design of Ports and Harbours (Part III – Loading)

4. IS 4651 (Part IV) – 1974: Code of Practice for Planning and Design of Ports and Harbours (Part IV – General Design Considerations)

5. IS 4651 (Part V) – 1980: Code of Practice for Planning and Design of Ports and Harbours (Part V - Layout and functional requirements)

6. IS 9527 (Part I) 1981: Code of Practice for Planning and Design of Ports and Harbours Structures (Part I- Concrete Monoliths)

7. IS 9527 (Part III) 1983: Code of Practice for Planning and Design of Ports and Harbours Structures (Part III - Sheet Pile Walls)

8. IS 9527 (Part V) 1989: Code of Practice for Planning and Design of Ports and Harbours Structures (Part V - Open Pile Structure)

9. IS 9527 (Part VI) 1989: Code of Practice for Planning and Design of Ports and Harbours Structures (Part VI - Block Work)

10. IS 10020 (Part IV) 1981: Code of Practice for Planning and Design of Ports and Harbours Structures (Part IV – Slipway)
1.2 Standards for Roads, Bridges, Reinforced Concrete, etc.

1. IRC - 6(1966): Standard Specifications and Code of Practice for Road Bridges, Section II Loads and Stresses
2. IS 2911: Code of practice for design and construction of Pile Construction
5. IS 800(1984): Code of Practice for General Construction and Steel
6. IS 456(2000): Code of Practice for Plain and Reinforced Concrete
7. IRC 21(1987): Standard Specifications and Code of Practice for Road Bridges Section HI Cement Concrete Plain and Reinforced
8. IRC 22(1986): Standard Specifications and Code of Practice for Road Bridges Section V] Composite Construction for Road Bridges

1.3 International Standards for Ports and Harbours

1. BS 6349 – Parts 1 to 7: British Standard Code of Practice for Maritime Structures.
2. BS 8002: Code of practice for Earth Retaining Structures
   ▪ The Overseas Coastal Area Development Institute of Japan
   ▪ Construction Industry Research and Information Association Special Publication- 83 (1991)

1.4 Electrical Equipment and Installations

The Standards / Guidelines issued by the following organizations may be followed:

1. NEC : National Electrical Code
2. NEMA : National Electrical Manufacturers Association
3. ANSI : American National Standard Institute
4. IEC : International Electro Technical Commission
5. IS : Indian Standard
6. API : American Petroleum Institute