

**MODEL  
REQUEST FOR PROPOSAL (RFP)  
(SINGLE STAGE BIDDING)**

**FOR IMPLEMENTATION OF PROJECTS ON  
PUBLIC PRIVATE PARTNERSHIP (PPP) BASIS  
FOR COST LESS THAN Rs. 50 CRORES**

NOVEMBER 2007

ISSUED BY :

DIRECTORATE OF INSTITUTIONAL FINANCE (PPP CELL), MADHYA PRADESH  
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**SCHEDULE OF BIDDING PROCESS**

<b>S. NO.</b>	<b>EVENT DESCRIPTION</b>	<b>DATE</b>
1	ISSUE OF RFP TO PROSPECTIVE BIDDERS	
2	LAST DATE FOR RECEIVING QUERIES	
3	PRE-BID CONFERENCE (IF REQUIRED)	
4	LAST DATE FOR SUBMISSION OF PROPOSALS (PROPOSAL DUE DATE)	

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**DISCLAIMER**

This Request for Proposal (RFP) is issued by \_\_\_\_\_ (hereinafter referred to as “Authority”)

The RFP is not a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities, nor shall this RFP or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.

In considering an investment, if any, in the proposed Project, each recipient should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Authority nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that a recipient may require. Neither Authority nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any recipient with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may appear in this RFP and is advised to carryout its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates, Projections, targets and forecasts with respect to the Project. Such statements estimates, Projections, targets and forecasts reflect various assumptions made by the management, officers and employees of Authority, which assumptions (and the base information on which they are made) may or may not be provided or prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied upon as, a promise, representation or warranty Authority accepts no responsibility for statement made in any advertisement or other material and any one placing reliance on any other source of information would be doing so at his own risk and responsibility.

## 1. INVITATION FOR PROPOSAL

**Competitive Bidding under Single Stage Bidding Process for Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_ (hereinafter referred to as “Project”) in the State of Madhya Pradesh on Public Private Partnership (PPP) Basis**

### 1.1 Background Information

\_\_\_\_\_ (Hereinafter referred to as “Authority”) intends to implement the Design, Engineering, Finance, Construction, Operation and Maintenance of the following Project on Public Private Partnership (PPP) Basis for a specified Concession Period (the “Concession Period”) :

S. No.	Project Details	Estimated Project Cost (Rs. Crores)
1		

- 1.2 The scope of work includes construction of the Project on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C and in conformity with the Specifications and Standards set forth in Schedule-D of the Draft Concession Agreement.
- 1.3 An Agreement will be drawn up between Authority and the Successful Bidder on PPP basis (the “Concession Agreement”). Revenues from the proposed Project will accrue to the Successful Bidder undertaking the Project (the “Project Company” or the “Concessionaire”) and would be appropriated as per the provisions of the Concession Agreement.
- 1.4 Interested parties may obtain the RFP document up to \_\_\_ on all working days between 1100 hrs and 1600 hrs by written request on submission of a non-refundable fee of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by way of a crossed demand draft drawn in favour of ‘\_\_\_\_\_’, payable on any scheduled bank in \_\_\_ City.
- 1.5 A ‘Single Stage’ process is planned to be followed for determining the Successful Bidder i.e. there will not be any separate Pre-Qualification Stage for short listing of Bidders. However, the Bidders would be required to meet the minimum technical and financial capability criteria and qualify for undertaking the Project as set out in this RFP. The Financial Proposal of only those Bidders

that possess the minimum Technical & Financial capability would be opened and evaluated.

- 1.6 The RFP document contains information about the Project, bidding process, Proposal submission, qualification and Financial Proposal requirements. All Proposals would be evaluated in terms of financial and technical capability of the Consortium (Single Entity, if applicable).
- 1.7 Further, all the parts of the Proposal (PART 1: Qualification Proposal, PART 2: Financial Proposal) must be submitted in a hard bound form.
- 1.8 RFP submissions must be received no later than \_\_\_ **hrs on** \_\_\_ (Proposal Due Date) in the manner specified in the RFP document at the address given below. Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.

\_\_\_\_\_  
\_\_\_\_\_

**Name & Address of the Competent Authority**

**Phone**

**Fax**

**Website**

## **2. GENERAL INFORMATION**

### **2.1 Single stage bidding process**

- 2.1.1** The Bidder may be a sole applicant (Single Entity) or a group of entities (hereinafter referred to as 'Consortium'), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both a Single Entity and a Consortium who have submitted the Proposal. The Successful Bidder is the one selected by Authority to develop this Project. The Bidder would be liable for the execution of the Project in accordance with the terms of the Concession Agreement.
- 2.1.2** For selecting the Successful Bidder to undertake the Project, Authority plans to carryout a single stage bidding process wherein the interested parties are required to submit the Proposal. The Proposal in response to the RFP is to be submitted in two parts, viz.:

#### **PART 1: Qualification Proposal**

#### **PART 2: Financial Proposal**

The evaluation of the Proposals would be carried out in two stages.

**PART 1 :** The first stage would involve test of responsiveness, technical and financial capability for undertaking the Project based on the Qualification Proposal. Only those Proposals that meet the Qualification Criteria, as set out in this RFP would be qualified for opening of Financial Proposal.

**PART 2 :** Opening and Evaluation of Financial Proposal.

On the basis of this evaluation process, Authority will issue a Letter of Acceptance to the Successful Bidder.

- 2.1.3** The principal contract between Authority and the Concessionaire will be the Draft Concession Agreement. The terms used in this RFP and not defined herein shall have the meaning ascribed thereto in the Draft Concession Agreement.
- 2.1.4** In case the Successful Bidder is a Consortium, the equity holding of the Consortium Members in the Concessionaire would be as per the requirements of this RFP and the Concession Agreement.

### **2.2 Minimum Equity Requirement**

- 2.2.1** Concessionaire shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the draft Concession Agreement

and that the existing promoters/Consortium Members hold 100% (one hundred percent) of its issued and paid up Equity as on the date of the Concession Agreement. The respective holding of each Consortium Member conforms to the representation made by the Consortium and accepted by the Authority as part of the Bid and that no member of the Consortium shall hold less than 20% (twenty per cent) of such Equity during the Construction Period;

**2.2.2** In case of a Consortium each Member of the Consortium would commit to hold a minimum Equity stake of 20% of the aggregate shareholding of the Consortium at all times during the Construction Period with minimum 51% in case of Lead Member.

**2.3 Concession Period, Construction Period and Estimated Project Cost**

The Concession Period, Construction Period and Estimated Project Cost (EPC) for the Project are provided in the **Data Sheet**.

**2.4 Contents of RFP**

The RFP consists of three Parts as listed below and would include any Addenda issued.

<b>Volume I</b>	Instructions to Bidders (ITB)
<b>Volume II</b>	Draft Concession Agreement
<b>Volume III</b>	Schedules to the Draft Concession Agreement

**2.5 Proposal Preparation Cost**

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. Authority will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

**2.6 Project Inspection and Site Visits**

Bidder, at its own responsibility and risk is encouraged to visit and examine the Site of Project and its surroundings and obtain all information that may be necessary for preparing the Proposal. The costs of visiting the Site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the bidding process.

**2.7 Bidders' Responsibilities**

- 2.7.1** The Bidder is expected to examine carefully the contents of all the documents provided by the Authority. Failure to comply with the requirements of RFP will be at the Bidders' own risk.
- 2.7.2** It would be deemed that prior to the submission of the Proposal, the Bidder has:
- (i) made a complete and careful examination of requirements and other information set forth in this RFP;
  - (ii) received all such relevant information as it has requested from the Authority; and
  - (iii) made a complete and careful examination of the various aspects of the Project including but not limited to:
    - (a) the Project Site
    - (b) existing facilities and structures
    - (c) the conditions of the access of site and utilities in the vicinity of the Project Site
    - (d) conditions affecting transportation, access, disposal, handling and storage of the materials.
    - (e) clearances obtained for the Project.
    - (f) all other matters that might affect the Bidder's performance under the terms of this RFP and
    - (g) acquainting itself with local and central laws and rules and regulations thereto as well as other applicable rules and regulations relevant to the Project.

**2.7.3** Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

**2.8 Clarifications and Pre-Bid Conference (if required)**

**2.8.1** Authority proposes to hold a Pre-Bid Conference, if required, on the date specified in the Schedule of Bidding Process to discuss the issues related to the Project with all the prospective Bidders. Authority at its discretion may also hold further discussions with the prospective Bidders to finalise the technical/commercial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.

**2.8.2** Prior to the Pre-Bid Conference, the prospective Bidders may submit a list of queries and propose deviations, if any, to the Project requirements and/or the Draft Concession Agreement. Prospective Bidders must formulate their queries/proposed deviations and forward the same to Authority before Last Date for Receiving Queries. Authority may amend the RFP based on inputs,

provided by prospective Bidders that may be considered acceptable in its sole discretion.

**2.8.3** Bidders may note that Authority will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

## **2.9 Amendment of RFP**

**2.9.1** Authority may modify the RFP by issuing an Addendum before Proposal Due Date, which shall become a part of the RFP.

**2.9.2** To give prospective Bidders reasonable time to take Addendum into account in preparing their bids, Authority may, at its discretion, extend the Proposal Due Date.

## **2.10 Proposal Validity period**

Proposal should remain valid for a period not less than **120 days** from the Proposal Due Date.

## **2.11 Extension of Proposal Validity period**

**2.11.1** In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period.

**2.11.2** The Proposed Validity Period of the Successful Bidder shall be automatically extended till the date on which the Concession Agreement is signed.

## **2.12 Right to accept or reject Proposal**

**2.12.1** Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to execution of the Concession Agreement, without liability or any obligation for such acceptance, rejection or annulment.

**2.12.2** Authority reserves the right to reject any Proposal if:

- (i) at any time, a material misrepresentation is made or uncovered for a bidder or any of its members
- (ii) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by Authority.

### **2.13 Acceptance of Letter of Acceptance (LOA) and Execution of Concession Agreement**

**2.13.1** Within Fifteen (15) days from the date of issue of the LOA, the Successful Bidder shall accept the LOA and return the same to Authority. The Successful Bidder shall take necessary steps so as to ensure execution of the Concession Agreement between the Concessionaire and Authority within thirty (30) days of the issue of LOA.

**2.13.2** In case, the Concession Agreement does not get executed within Thirty (30) days of the date of issue of the LOA, Authority reserves the right to take any such measure as it may deem fit including to annul the bidding process and may invite fresh Proposal for the Project. In such a case the entire Bid Security submitted by the Successful Bidder shall be forfeited. However, Authority on receiving request from the Successful Bidder may at its discretion, permit extension of time for execution of the Concession Agreement.

**2.13.3** Authority will notify other Bidders that their Proposals have been unsuccessful. Bid Security of other bidders will be returned within 15 days of signing of the agreement or expiry of validity period of proposals whichever is earlier.

### **2.14 Performance Security**

**2.14.1** The Concessionaire shall for due and faithful performance of its obligations during the Construction period furnish Performance Security by way of an irrevocable Bank Guarantee issued by a Bank, as defined in this RFP for an amount mentioned in the **Data Sheet**. The Concessionaire shall provide the Performance Security within the period mentioned in the draft Concession Agreement.

**2.14.2** Till such time the Concessionaire provides the Performance Security, the Bid Security shall remain in full force and effect.

### **2.15 Return of the Proposal and Bid Security**

The Bid Security and unopened Part 2: Financial Proposal of those Bidders whose Qualification Proposal gets rejected will be returned within a period of 30 days from the date of such rejection.

### **3 PREPARATION AND SUBMISSION OF PROPOSAL**

- 3.1** All Proposals must be submitted, duly signed by the Authorised Signatory of the Bidder under the “Covering Letter for Proposal Submission” as per the format in *ANNEX 1*.
- 3.2** The purchaser of the RFP document must be the Bidder itself or a Member of the Consortium submitting the Proposal. The Bidder should submit a Power of Attorney as per the format enclosed at *ANNEX 2A*, authorising the signatory of the Proposal to commit the Proposal.
- 3.3** Any entity, which has been barred, by Authority and the bar subsists as on the Proposal Due Date would not be eligible to submit the Proposal, either individually or as Member of a Consortium. An Affidavit as per the format in *ANNEX 2C* should be submitted along with the Proposal.
- 3.4** The Proposal shall be accompanied with an Anti Collusion Certificate on the letter head of the Lead Member (in case of a Consortium) or the Single Entity as the case may be substantially in the format provided at *ANNEX 2D*.
- 3.5** The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the Single entity as the case may be substantially in the format provided at *ANNEX 2E*.
- 3.6 Additional Eligibility Criteria for Consortium**
  - 3.6.1** In case the Bidder is a Consortium, the members of the Consortium shall furnish a Power of Attorney in the format prescribed at *ANNEX 2B* designating one of the Members, as per the Memorandum of Understanding (MoU), as their Lead Member (Lead Member is a member who meets at least 50% of either the technical or financial qualification criteria).
  - 3.6.2** Members of the Consortium shall submit a Memorandum of Understanding (MoU), specific to this Project, for the purpose of submitting the Proposal as per format provided in *ANNEX 2F*. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by notary public.
  - 3.6.3** The Proposal should be accompanied by the Board Resolutions (in case of corporate members) and/or undertakings (in case of individual members) of the Consortium, giving authority /undertaking to enter into an MoU with

other Members for submitting Proposal for the Project and, if successful, to participate and undertake the Project and in case of corporate members nominating and authorising an authorised representative of the member to sign and enter into the MoU and execute Power of Attorneys for the Project. The format for the Board Resolutions / Undertaking that must be submitted is provided at *ANNEX 2G*.

**3.6.4** Proposal submitted by a Consortium should comply with the following additional requirements:

- (i) Number of members in a Consortium would be limited to 3;
- (ii) An individual Member applying as a Single Entity cannot at the same time be Member of any Consortium applying for this Project. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for this Project. Any Member who submits or participates in more than one Proposal for this Project will be disqualified and will also lead to disqualification of the Consortium/s of which it is a Member;

### **3.7 Language / Currency of the Proposal**

The language of Proposal and related documents and correspondence shall be as per the **Data Sheet**. Supporting documents and printed literature furnished by Bidder along with the Proposal may be in any other language provided that they are accompanied by translations in the language as per the Data Sheet and certified by the Notary Public. However, it needs to be noted that all figures should be quoted as Standard English numerals. Supporting materials, which are not translated into the language mentioned in the Data Sheet, shall not be considered for evaluation. All Currency should be mentioned in Indian Rupees (INR)

### **3.8 Bid Security**

**3.8.1** Proposals need to be accompanied by a Bid Security mentioned in the **Data Sheet**. The Bid Security shall be kept valid for 60 days beyond the Proposal Validity period including any extensions in the Proposal Validity Period.

**3.8.2** The Bid Security shall be in the following form:

An irrevocable Bank Guarantee issued by a Bank in favour of the Authority, as per the format set out in *ANNEX 3*. Bank Guarantee issued by any Scheduled Bank will be accepted, provided it has been issued by a branch located in the State of M.P. Guarantees issued by Urban Cooperative Banks shall not be accepted.

**3.8.3** Authority shall reject the Proposal, which does not include the Bid Security.

**3.8.4** The entire Bid Security shall be forfeited in the following cases:

- (i) If the Bidder withdraws any of its Proposal within the Proposal Validity Period;
- (ii) If the Successful Bidder fails to provide the Performance Security for the Project within the stipulated time or any extension thereof provided by Authority.
- (iii) As per the provisions of the Concession Agreement

### **3.9 Format and Signing of Proposal**

**3.9.1** The Bidder would provide all the information as per this RFP. Authority reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.

**3.9.2** The Bidder shall prepare and submit one original proposal along with an additional copy.

**3.9.3** The pages and volumes of each part of the Proposal shall be clearly numbered and stamped and the contents of the Proposal shall be duly indexed.

**3.9.4** All documents should be submitted in a **hard bound form** separately (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) (**spiral bound form, loose form, etc. will be not accepted**), either singularly or with several documents bound together. The Proposal should not include any loose papers.

**3.9.5** The Proposal shall be typed or printed. The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.

**3.9.6** The numbers contained in the Financial Proposal should be covered with a clear/transparent adhesive tape. Any signs of tampering will lead to the rejection of the Financial Proposal.

**3.9.7** The Proposal shall contain no alterations or additions, except those to comply with instructions issued by Authority or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

### **3.10 Sealing and Marking of Proposal**

**3.10.1** The Bidder shall seal each PART (Qualification Proposal and Financial Proposal) of the Proposal in separate envelopes duly marking each envelope as “**QUALIFICATION PROPOSAL**” or “**FINANCIAL PROPOSAL**” as appropriate.

**3.10.2** The Bid Security shall be sealed in a separate envelope marked “**BID SECURITY**” and this envelope placed inside Envelope marked "Part I: **QUALIFICATION PROPOSAL**".

**3.10.3** The Bidder shall put the above two separate envelopes in a single outer envelope and seal the envelope.

**3.10.4** The outer envelope shall clearly bear the following identification.

**“Proposal for Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_ on PPP basis”**

**3.10.5** Each of the envelopes shall indicate the complete name, address, telephone number and facsimile number of the Bidder.

### **3.11 Proposal Due Date and Time**

Authority may, in exceptional circumstances and at its sole discretion, extend the Proposal due Date by issuing an Addendum uniformly for all Bidders.

### **3.12 Modifications / Substitution / Withdrawal of Proposals**

A Bidder may modify, substitute, or withdraw its Proposal after submission but before the due date, provided that written notice is received by Authority for such purpose.

## **4 EVALUATION PROCESS AND ELIGIBILITY CRITERION**

### **4.1 Proposal Opening Date**

**4.1.1** The PART 1 of the Proposal shall be opened in the presence of Bidders’ representatives, who choose to attend.

**4.1.2** The following information will be announced at the Proposal Opening and recorded:

- Bidder’s names
- Names of Consortium Members
- Particulars of the Bid Security

#### **4.2 Non-Discriminatory and Transparent Bidding Proceedings**

Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. Authority shall not provide to any Bidder, information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

#### **4.3 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process unless it is ordered to do so by any authority that has the power under law to require its disclosure.

#### **4.4 Clarifications**

To facilitate evaluation of Proposals, Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

#### **4.5 Awarding Criteria**

Lowest Grant quoted by the Bidders in *ANNEX 5* will be the sole criteria for selecting the Successful Bidder out of the Bidders submitting responsive and qualified bids.

#### **4.6 Test of responsiveness (Stage I)**

**4.6.1** In Stage I of Proposal Evaluation, the “Qualification Proposals” submitted by the Bidders shall be checked for compliance with the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:

- a) Is hard bound.
- b) Is received by the Proposal Due Date.
- c) Is signed, sealed and marked as stipulated in RFP.
- d) Contains all the formats & information specified in this RFP.
- e) Includes the appropriate bid security.
- f) Mentions the validity period of the Proposal.
- g) Provides the information in Reasonable Detail (“Reasonable Detail” means the details which but for minor deviations, contains the information, which can be reviewed and evaluated by Authority without communication with the Bidder).

- 4.6.2** The technical and financial capability of the Bidders would be assessed based on the evaluation process and minimum requirements as set by Authority as per *ANNEX 4A*, to be submitted by the Bidders in formats as per *ANNEX 4B*.
- 4.6.3** Qualification Proposal is to judge the Bidder’s capability and is proposed to be established by the following parameters:
- (a) **Technical capability:** The Bidder should have executed ‘Eligible Projects’ over the last 5 years immediately preceding the Proposal Due Date with an aggregate experiences score equal to at least 100% of the Estimated Project Cost of this Project (Ref. *ANNEX 4B* Response Sheet No. 1 and Response Sheet No. 2).
- (b) **Financial capability:** The financial capability of the Bidder shall be evaluated in terms of the following criteria (Ref. *ANNEX 4B* Response Sheet No. 3):
- (i) **Net Worth:** *The average Net Worth of the Bidder (either Single Entity or Consortium) over the last three financial years should be at least 25% of the Estimated Project Cost.*

And

- (ii) **Net Cash Accruals:** *The average Net Cash Accruals of the Bidder (either Single Entity or Consortium) over the last 3 years should be at least 10% of the Estimated Project Cost. In addition, the Net Cash Accruals of the individual Consortium Members or the Single Entity should be positive for at least 2 of the last 3 financial years.*

*The Bidders to note that average aggregate Net Cash Accruals may be calculated by taking into consideration the period of Financial Year.*

- 4.6.4** A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
- (i) Which affects in any substantial way the scope, quality, or performance of the Project, or
- (ii) Which limits in any substantial way or is, inconsistent with the RFP, rights of Authority or the obligations of the Bidder under the Concession Agreement, or
- (iii) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

**4.6.5** Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Proposals.

**4.6.6** Financial Proposals of those Bidders whose Qualification Proposals meet the minimum technical and financial capability requirements as set out in **ANNEX 4A** would be opened and evaluated in Stage II of the Evaluation Process.

#### **4.7 Evaluation of Financial Proposals (Stage II)**

**4.7.1** Authority will open sealed Envelope containing 'FINANCIAL PROPOSAL' of the Bidders, who pass the Qualification stage (Stage I) as stated, in the presence of the Bidder's authorised representatives who choose to attend.

**4.7.2** In the event that two or more Bidders have quoted Lowest, Authority may:

(i) Invite fresh Financial Proposals only from the Bidders having the same Financial Proposal. In the fresh Financial Proposals the Bidders will be required not to modify their Financial Proposals to the disadvantage of Authority in financial terms.

OR

(ii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

**4.7.3** Upon acceptance of the Grant, Authority may declare the Successful Bidder.

## **5 CONTENTS OF PROPOSAL**

### **5.1 Checklist for Submission of Qualification Proposal**

This shall consist of:

1. ANNEX 1: COVERING LETTER FOR PROPOSAL SUBMISSION
2. ANNEX 2A: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
3. ANNEX 2B: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
4. ANNEX 2C: AFFIDAVIT
5. ANNEX 2D: ANTI-COLLUSION CERTIFICATE
6. ANNEX 2E: PROJECT UNDERTAKING
7. ANNEX 2F: MEMORANDUM OF UNDERSTANDING (MoU)
8. ANNEX 2G: BOARD RESOLUTION FOR COMPANIES/UNDERTAKING FOR INDIVIDUAL
9. ANNEX 3: BID SECURITY

10. ANNEX 4B :

- a. Qualification Response Sheet No. 1: SUBMISSION FOR PROVIDING INFORMATION REGARDING QUALIFICATION CAPABILITY OF THE BIDDER
- b. Qualification Response Sheet No. 2: ELIGIBLE PROJECT DETAILS
- c. Qualification Response Sheet No. 3: FINANCIAL CAPABILITY OF THE MEMBER

**5.2 Financial Proposal**

ANNEX 5: PRICE BID

**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**

**(On the Letter head of the Bidder or Lead Member in case of a Consortium)**

To

Date:

\_\_\_\_\_  
Name & Address of the Authority

Dear Sir,

**Re: Design, Engineering, Finance, Construction, Operation and Maintenance of**  
\_\_\_\_\_

Being duly authorized to represent and act on behalf of Lead Member (in case of Consortium)/Single Entity). I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal shall be valid for a period of one hundred and twenty (120) days from the Proposal Due Date and the Bid Security shall be valid upto 60 days beyond the proposal validity period.

Dated this .....Day of .....200\_

Name of the Lead Member/Person

Signature of the Authorised Person

.....

Name of the Authorised Person

.....

Designation of the Authorised Person

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_(name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_S/o,D/o,W/o\_\_\_\_\_R/o \_\_\_\_\_(name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of \_\_\_\_\_,\_\_\_\_\_ and \_\_\_\_\_(please state the name and address of the Members of the Consortium) for Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_ on PPP basis (the “Project”), including signing and submission of all documents and providing information / responses to Authority, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney 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.

For  
(Signature)  
(Name, Title and Address)

Accept  
.....(Signature)  
(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Single Entity or the Lead Member in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also, wherever required, the executant(s) should submit for verification the certified documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM  
POWER OF ATTORNEY**

**(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

Whereas the Authority has invited applications from interested parties for **Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_** called the “Project” for a specified Concession period (the “Concession Period”).

Whereas, M/s \_\_\_\_\_, M/s \_\_\_\_\_, and M/s \_\_\_\_\_ (the respective names of the Members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Concession Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member and its said employees, as with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and to appoint one of them as the Lead Member who, acting jointly, 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 with the Consortium’s bid for the Project. The Lead Member is hereby authorized to delegate the said powers to any of its employees duly approved by the Board of Directors of the Lead Member.

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT:**

We, M/s \_\_\_\_\_ M/s \_\_\_\_\_, and M/s \_\_\_\_\_ (the respective names of the Members along with address of their registered offices) do hereby designate M/s \_\_\_\_\_ (name along with address of the registered office) 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, deed or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with \_\_\_\_\_, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with \_\_\_\_\_.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200\_.

[Executant(s)]

(To be executed by all the members in the Consortium)

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law.
- Also wherever required, the executant(s) should submit for verification the certified documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

**FORMAT FOR AFFIDAVIT**  
**(To be furnished by the Bidder**  
**In case of Consortium to be given separately by each Member)**  
  
**(On Non - judicial stamp paper duly attested by notary public)**

1. I, the undersigned, do hereby certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.
2. The undersigned hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of its directors/constituent partners have abandoned any work nor any contract awarded to us for such works have been terminated for reasons attributable to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s\_\_\_\_\_ nor any of its directors/constituent partners have been debarred by State/Central/Authority/Any other Statutory Body for any work or from bidding.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested to verify this statement or regarding my( our ) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Authority.

\_\_\_\_\_  
Signed by an authorized Officer of the firm

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**(On the letter head of the Lead Member / Single Entity)**

**Ref: Design, Engineering, Finance, Construction, Operation and Maintenance of**  
\_\_\_\_\_

**ANTI-COLLUSION CERTIFICATE**

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor will offer nor pay, directly or indirectly, any illegal gratification, in cash or kind, to any person or agency in connection with the instant Proposal.

Date this .....Day of .....200\_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note:

To be executed by the lead member, in case of a Consortium

**FORMAT FOR PROJECT UNDERTAKING**

**(On the Letter head of the Single Entity/ Lead Member)**

**PROJECT UNDERTAKING**

**Date:**

**To:**

\_\_\_\_\_  
Name & Address of the Authority

**Ref: Design, Engineering, Finance, Construction, Operation and Maintenance of**

\_\_\_\_\_.

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by the Authority.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this.....Day of .....200\_.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

Note: To be signed by the Lead Member, in case of a Consortium, authorised to submit the bid

**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MoU)**

This Memorandum of Understanding (MoU) entered into this \_\_\_\_ day of \_\_\_\_\_ 200\_\_ at \_\_\_\_\_

**Among**

\_\_\_\_\_ (hereinafter referred as"\_\_\_\_\_") and having office at \_\_\_\_\_, India **Party of the First Part**

**And**

\_\_\_\_\_ (hereinafter referred as"\_\_\_\_\_") and having office at \_\_\_\_\_, India **Party of the Second Part**

**And**

\_\_\_\_\_ (hereinafter referred as"\_\_\_\_\_") and having office at \_\_\_\_\_, India **Party of the Third Part**

The parties are individually referred to as **Party** and collectively as **Parties**.

**WHEREAS** Authority has invited Qualification and Financial Proposal from entities interested in **Design, Engineering, Finance, Construction, Operation and Maintenance of** \_\_\_\_\_, for a specified Concession Period (the "Concession Period")

**AND WHEREAS** the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

**AND WHEREAS** it has been mutually agreed that the words and expressions not defined herein but defined in the Draft Concession Agreement forming part of the Bid Documents of the Project shall have, unless repugnant to the context, the same meaning as therein.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

1. That the aggregate equity share holding of the Parties in the issued and paid up capital shall not be less than shall be 100% during the Concession period.
3. That each of M/s \_\_\_\_\_, M/s \_\_\_\_\_, and M/s \_\_\_\_\_, who are Members of the Consortium, along with their respective Associates, commit to hold a minimum equity stake equal to 20% of the aggregate shareholding of the Consortium at all times during the Concession Period.
4. That any dilution in the equity holding by the Parties shall be as per the provisions of the Concession Agreement.

5. That the shareholding commitments shall be recorded in the Concession agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession agreement and the Request for Proposal.
6. That the Parties shall carry out all responsibilities as Concessionaire in terms of the Concession agreement.
7. That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:  
.....
8. That the minimum equity holding of each Party (Member) (in percentage term) shall be as follows:

<b>Name of the Party (Member)</b>	<b>% of equity capital</b>
.....	.....
.....	.....
9. That the Parties shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Concession agreement.
10. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
11. That this MoU shall be governed in accordance with the laws of India and courts in Bhopal shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

.....  
(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

1. \_\_\_\_\_
2. \_\_\_\_\_

## FORMAT FOR BOARD RESOLUTION FOR COMPANIES

### Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the consortium members) for joint submission of bids to \_\_\_\_\_ for **Design, Engineering, Finance, Construction, Operation and Maintenance** of \_\_\_\_\_ (the “Project”).”

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) be and is hereby authorised to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member .”

### Format for Members

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the consortium members) for joint submission of bids to \_\_\_\_\_ for the Project.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) be and is hereby authorised to enter into an MoU with the consortium members and execute a power of attorney in favour of \_\_\_\_\_ to act as the Lead Member”

### FORMAT FOR UNDERTAKING FOR INDIVIDUALS

**On the Letter head of the Individual (In case the Member is not a Company or where the Single Entity is not a Company)**

#### Format for Lead Member

I/We \_\_\_\_\_ hereby agree to join the consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the consortium members) for joint submission of bids to \_\_\_\_\_ for **Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_** (the “Project”).

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the consortium partners.

I/We also authorise Mr. \_\_\_\_\_ (name), \_\_\_\_\_ (designation) to enter into an MoU with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of the Company as Lead Member .”

#### Format for Members

I/We \_\_\_\_\_ hereby agree to join the consortium with \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (name and address of the consortium members) for joint submission of bids to \_\_\_\_\_ for **Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_** (the “Project”).

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the consortium partners

I/We also authorise Mr. \_\_\_\_\_ (name), \_\_\_\_\_ (designation) to enter into an MoU with the consortium members and execute a Power of Attorney in favour of \_\_\_\_\_ to act as the Lead Member”

*Each member of the Consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.*

**FORMAT FOR BID SECURITY  
BID SECURITY**

**(To be issued by a Bank, as defined in this RFP)**

1. In consideration of the \_\_\_\_\_ (hereinafter called “Authority” which expression shall include any entity which Authority may designate for the purpose) having agreed, inter alia, to consider the bid of .....(hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project (Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_ (hereinafter called the “RFP”) in lieu of the Bidder being required to make a cash deposit, we .....[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Authority without protest or demand and without any proof or condition the sum of Rs. .... (in words).
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under ‘this Guarantee shall be restricted to an amount not exceeding Rs ..... (in words).
3. We, the Bank unconditionally undertake to pay to Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to Authority under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and until 1700 hours on the date i.e. ....(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by Authority in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter unless extended in writing.
5. We, the Bank further agree that Authority shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation

hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercisable by Authority against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of Authority, or any indulgence given by Authority to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

6. To give full effect to the obligations herein contained, Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for Authority to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or Authority.
8. In case the bank delays in making payment within 15 days of invocation of the guarantee, the bank is liable to pay interest on the amount due @ Bank PLR plus 2% beyond the 15 days from the date of receipt of invocation letter by the bank.
9. We, the bank undertake not to assign or revoke this Guarantee during its currency except with the previous consent of Authority in writing.

Notwithstanding anything contained herein.

- a) Our liability under the Bank Guarantee shall not exceed ..... (in word).
- b) The Bank Guarantee shall be valid upto [date], 200\_.
- c) Unless acclaimed or a demand in writing is made upon us on or before \_\_\_\_\_, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of .....(Bank name)

(Signature with Date)

by the hand of Mr .....

(Name of Authorized Signatory)

[SEAL OF THE BANK]

**Designation**

Address of the controlling office of the issuing branch with phone number and fax number to be provided.

## GUIDELINES FOR EVALUATING QUALIFICATION PROPOSAL: TECHNICAL AND FINANCIAL CAPABILITY OF THE BIDDER TO UNDERTAKE THE PROJECT

### A. Evaluation Parameters for Qualification Proposal

The Qualification Proposal is to judge the Bidder's competence and capability and will be established by the following parameters:

- (a) Experience as developer and /or contractor (step 1)
  
- (b) Financial capability in terms of
  - (i) Net Worth
  - (ii) Net cash accruals(step 2)

On each of these parameters, the Single Entity or the Consortium Member would be required to meet the evaluation criteria as detailed in this Annex 4A.

#### A.1 Evaluation Criteria for a Consortium

In case the Bidder is a Consortium, Technical Qualification Capability and Financial Qualification Capability would be taken as an arithmetic sum of the Experience Score and Financial Capability of each Member of the Consortium. The Consortium would be required to meet the criteria as stipulated in this Annex 4A on the basis of aggregate figures.

The Consortium would need to specify a Lead Member for the Project as detailed below.

The Lead Member would be required to:

- a)
  - (i) Demonstrate at least 50% of the Technical Experience Score as specified in ANNEX 4A section B2;
- OR
- (ii) Demonstrate at least 50% of Financial Capability specified under ANNEX 4A section C.1

Each Member of the Consortium, would be required to:

- (i) Commit to hold a minimum equity stake equal to 20% of the aggregate shareholding of the Consortium at all times during the Construction Period

## **B. Eligible Experience for Technical Qualification Capability**

### **B.1 Eligible Experience would be measured only for Eligible Projects.**

For a Project to qualify as an Eligible Project, at current prices, the minimum size should be 25% of the estimated project cost.

For any Project, it should have been completed / substantially completed during the 5 years period immediately preceding the Proposal Due Date. The escalation factors for relevant Projects are given below.

<b>Year</b>	<b>Escalation Factor</b>
2007 - 08	1
2006 - 07	1.1
2005 - 06	1.21
2004 - 05	1.33
2003- 04 & Earlier	1.46

Experience Score of an Eligible Project = Project cost (Rs in crores) \* Escalation factor

Total Experience Score = sum of experience score of the Eligible Projects

#### Note

- The Single Entity or the Consortium Member quoting experience as Developer of a Project should have a minimum 51% shareholding in the Project at the time of completion / substantial completion of that Project.
- In the event that two or more Members of a Consortium have participated in the same Project as Developers, only one member should mention the Project. In case more than one Member mentions the same Project, the experience of the Member having the higher equity holding at the time of commissioning of the Project shall be considered and the experience of the other Member(s) shall not be considered for the purpose of evaluation.
- In the event two or more Members have construction experience in the same Project, their billing will not be added unless the two experiences are from different scope of work and billing of one is not a part of the other Member(s).

### **B.2 Evaluation Criteria for Technical Qualification Capability (Step 1)**

Any Bidder who achieves an Experience Score of 100% of the Estimated Project Cost (Experience Score) or above would be deemed to meet the experience criterion of the Proposal for Qualification Stage including certificate by client/employer.

#### **Details of Experience**

The Bidder should furnish the details of experience of Eligible Projects as on Proposal Due Date.

The Bidder should furnish evidence to support its claim as per ANNEX 4B, Qualification Response Sheet 1 and Qualification Response Sheet 2.

**C. Financial Qualification Capability assessment**

Financial capability of the Bidders would be judged on the basis of the following:

- (a) Average Net Worth during the last three financial years (Qualification Response Sheet No 3)
- (b) Average Net Cash Accruals during the last three financial years (Qualification Response Sheet No 3). Also the Net Cash Accruals of the individual members of the Consortium, or the sole Bidder should be positive for at least 2 of the last 3 financial years.

The Response Sheets must be supported by a certificate from the Single Entity or the Consortium Member's statutory auditor.

The Proposals be accompanied by the Audited Annual Report including balance sheets, Profit and Loss Accounts and Cash Flow Statements of the Single Entity or the Consortium Member for the last three (3) financial years.

*The Bidders to note that the Average Net Cash Accruals may be calculated by taking into consideration the period of financial year*

**C.1 Evaluation Criteria for Financial Qualification Capability (Step 2 and 3)**

For the purpose of financial qualification, a Bidder would be required to demonstrate the Financial Capability measured as given above in Clause C (Step 2).

**Qualification Response Sheet No. 1**

**FORMAT FOR SUBMISSION FOR PROVIDING INFORMATION REGARDING  
QUALIFICATION CAPABILITY OF THE BIDDER**

**Experience of the Bidder**

Name of Member.....  
Member.....

Role of

Deleted: ¶

Project Name	Experience in Rs Crores (a)	Escalation Factor (b)	Experience Score (a*b)

**NOTE :**

1. Total Score = (Sum of Experience Scores of the eligible projects)
2. For each Project submit Qualification Response Sheet No. 2.
3. The Bidder should provide the experience details of Projects undertaken by it only. Project experience of the Single Entity's parent company or its subsidiary or Consortium Members parent company or its subsidiary (who are not Members of the Consortium) will not be considered.
4. In case Bidder is a consortium, the above information should be provided for each Member.
5. In Role of Member specify whether Single Entity, or in case of Consortium specify whether Lead Member or Member

## Qualification Response Sheet No. 2

### ELIGIBLE PROJECT DETAILS

Name of Member:.....

Role of Member.....

Project Name:

(in Rs \_\_\_\_\_)

	Bidder to fill up the details here
Title & Nature of the Project	
Entity for which the Project was Developed / Constructed	
Location	
Project Cost / Certified Billings	
Date of Commencement of Project / Contract	
Date of Completion / Commissioning	
Equity Shareholding	
Status in the Project	

#### Instructions:

1. A separate sheet should be filled for each of the Eligible Projects.
2. Role of Member would be Single Entity or in case of Consortium would be Lead Member or Member
3. Information may be provided for the past 5 years immediately preceding the Proposal due date.
4. Projects carried out for: specify Name and description of the entity including its status such as Government Agency / Self or own company (parent company / group company). Details such as name, address and contact details need to be provided.
5. For Development experience, Project Cost should be provided. For Construction experience, Certified Billings at the time of completion / substantial completion should be provided.
6. Certificate from the Client in case of Construction contracts or a certificate from the Single Entity or the Consortium Member's statutory auditor in case of Development Projects must be furnished stating the following details:
  - (i) Date of completion / substantial completion / date of commissioning of the Project
  - (ii) Certified billings at the time of completion / substantial completion / cost of Project
  - (iii) Equity shareholding as on date of completion / substantial completion (only for Project Development experience).

*It should be noted that in the absence of any one of the above, the information would be considered inadequate and would lead to exclusion of the relevant Project in computation of the Experience score.*

**Qualification Response Sheet No. 3**

**FINANCIAL CAPABILITY OF THE BIDDER  
(IN CASE OF CONSORTIUM TO BE SUBMITTED BY EACH MEMBER OF THE  
CONSORTIUM)**

Name of Member:.....

Role of Member.....

(Rs. in \_\_\_\_\_)

S.N.	Financial information at the end of concerned year	Year-1	Year-2	Year-3
1	Total Assets			
2	Current Assets			
3	Paid up Equity			
4	Reserves			
5	Revaluation Reserves & Special Reserves if any			
6	Miscellaneous Expenditure not written off			
7	Total Liabilities			
8	Current Liabilities			
9	Depreciation			
10	Profit Before Tax			
11	Profit After Tax			
12	Other Non Cash Expenses*			
13	Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Miscellaneous Expenditure not Written Off)			
14	Net Cash Accruals = Profit After Tax + Depreciation + Other Non Cash Expenses			

\* details of the items included in the non cash expenses have to be provided.

*Note: This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor of the Single Entity or the Consortium Member*

**PRICE BID FORMAT**

**“Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_ (called the “Project”) on PPP basis.”**

**For Grant**

<b>Grant</b>	Rs _____
--------------	----------

**Or**

**For Negative Grant/ Premium payment**

<b>Negative Grant/ Premium</b>	
--------------------------------	--

**(The figures quoted should be covered with a clear adhesive tape)**

**Bidder to note:**

1. Maximum Grant admissible for the Project would be 40% of the Estimated Project Cost.
2. Disbursements of Grant will be made as per provisions of the Draft Concession Agreement and subject to conditions therein.
3. In case of any variance in Grant quoted between any value in numerals/figures and words, the amount in words shall prevail.

Name of the Bidder (Single Entity / Consortium)  
Name & Signature of the Authorized Person

## Data Sheet

Name of the Project: Design, Engineering, Finance, Construction, Operation and Maintenance of \_\_\_\_\_ (called the “Project”) on PPP basis.

### Part I – Request for Proposal

Para 2.3 Construction Period : \_\_\_ months

Para 2.3 Concession Period : \_\_\_ years  
(Including Construction period)

Para 2.3 Estimated Cost of Project : Rs \_\_\_\_\_

Para 2.14.1 Performance Security : Rs \_\_\_\_\_

Para 3.7 Language : Hindi/English

Para 3.7 Currency : Indian Rupees (INR)

Para 3.8.1 Bid Security : Rs \_\_\_\_\_