

## PREQUALIFICATION OF

**LOT I: CONSULTANTS FOR PREPARATION OF  
DETAILED PROJECT REPORT (DPR)**

**AND**

**LOT II: PROJECT MANAGEMENT CONSULTANTS  
(PMC)**

**FOR**

**(i) Two Solar Projects:  
Supply of Electricity and Drinking  
Water for 7 Universities;**

**and**

**(ii) Electrification and Refrigeration in  
200 Health Infrastructures  
in the Republic of Guinea**

**REFERENCE NO: GOILOC-324/Guinea/CS-63**

**Funded by:**

**Export-Import Bank of India**



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Selection of an Applicant under this Application Document does not entail final selection of the said Applicant as a contractor for the Project. Exim Bank shall not be liable to any Applicant for any consequential or indirect damages, including but not limited to financial loss which may arise due to any contingent decisions of the Applicant based on selection under the terms and conditions contained herein this Application Document. The final selection of the contractor for the Project shall be made by the Authority of the borrower country availing Lines of Credit from Government of India. The final contract shall be signed between the Authority and the selected contractor from amongst the prequalified Applicants. Nothing in this Application Document shall be construed as creating any contractual relationship between Exim Bank and any Applicant or prequalified Applicant.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its submittals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any meeting, site visit, demonstrations or

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The Applicant acknowledges that Exim Bank shall not be liable for omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Application Document, including any error or mistake therein.

**INVITATION FOR PREQUALIFICATION**

PQ No. GOILOC-324/Guinea/CS-63

Dated 01-11-2024

**Prequalification of Consultants for Preparation of Detailed Project Report (DPR) and Project Management Consultants (PMC) for Two Solar Projects (i) Supply of Electricity and Drinking Water for 7 Universities and ii) Electrification and Refrigeration in 200 Health Infrastructures in the Republic of Guinea**

1. The Export-Import Bank of India [hereafter “Exim Bank”, or the “Bank”], on behalf of the Government of India (“GOI”), extends from time-to-time, concessional credit facilities under the Indian Development and Economic Assistance Scheme (IDEAS) to overseas governments / their nominated agencies in developing countries for financing projects involving procurement of Goods, Works, Consultancy and Non-Consultancy services to be contracted to Indian entities.
2. The Lines of Credit (LOCs) are governed by the Guidelines issued by the GOI from time-to-time. As per the extant guidelines issued vide letter F.No. 5/7/2019-IDEAS dated March 31, 2022, Exim Bank is required to carry out a prequalification exercise and provide a list of prequalified applicants to the Borrower for invitation of bids through a competitive bidding process, for specific contract packages under the project(s) financed by the LOCs.
3. In pursuance to the above, Exim Bank invites Applications from eligible Indian entities for prequalification of a) Consultants for preparation of **Detailed Project Report (DPR) and Tendering Services (TS)- Lot I** ; and b) **Project Management Consultant (PMC) – Lot II** for the captioned project.
4. The Application Document is available for download on Exim Bank’s Website. This common Application Document for Pre-qualification is applicable for both the lots. The Applicant may apply through a single Application for any lot, or both the lots, clearly indicating the lot/lot(s) applied for in the Application Submission Form. The Application Document can be accessed through the following link:  
<https://www.eximbankindia.in/lines-of-credit-tenders.aspx>
5. The Applications shall be accepted in an online form in accordance with the provisions and terms and conditions contained herein this Application Document. Application through any other mode shall not be entertained.
6. Last date for submission of Application in online form is December 02, 2024, 15:00 hours and for submission of original copies of the documents as per the Application is December 03, 2024, at 15:00 hours.

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## SUMMARY OF CONTENT

### **Part-I: Scope of Consultancy Services**

This Part includes a summary of the prospective project, scope of the services and assignment to be undertaken for which this prequalification process is being conducted.

### **Part-II: Instructions to Applicants (ITA)**

This part provides relevant information to help the Applicants in preparation of Applications in accordance with the Application Document. Information is also provided on the submission, opening and evaluation of Applications. This part also specifies the criteria for prequalification of Applicants.

### **Part-III: Appendix to Instructions to Applicants (AITA)**

This part includes provisions specific to each Project for which the Applications are invited through the Application Document and supplements “Part-II: Instructions to Applicants (ITA)”.

### **Part-IV: Forms and Appendices**

This Section includes the forms and formats of authorization, required documents to be submitted by the Applicant as a part of the Application.

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## PART-I: SCOPE OF CONSULTANCY SERVICES

The Export-Import Bank of India (hereafter Exim Bank or the Bank), on behalf of the Government of India (GOI) has approved financing of a project out of a Line of Credit extended to the Government of Republic of Guinea (GO-GUI) for Two Solar Projects viz., (i) Supply of Electricity and Drinking Water for 7 Universities. A part of the LOC shall be utilised for preparation of Detailed Project Report (DPR) and for appointment of Project Management Consultant (PMC), for which Exim Bank now seeks applications for prequalification from eligible Indian entities.

### A] Background and Major Components of the Project



### Economic Growth and Development

Guinea has many natural assets: a maritime frontage, a large hydrological and agricultural potential, borders shared with 6 countries and a subsoil very rich in minerals (bauxite: 1st world reserve with 25% of the stock and 2nd world producer), 4 billion tonnes of iron reserves, 700 tonnes of gold and 30 to 40 MT of carats of proven diamond reserves. However, its economy remains relatively under diversified and structurally vulnerable to exogenous shocks, especially on raw materials: (i) the contribution of the primary sector to GDP is relatively modest (29% of GDP in 2021), but this should increase due to especially the valuation in 2022 of nearly 14 mn hectares of state-owned arable land; (ii) the secondary sector (31% of GDP) is dominated by mining activities which, together with bauxite, gold and diamond, account for 18% of the country's GDP; finally, (iii) the tertiary sector (40%

of GDP) is as far as it is carried by trade, transportation, telecommunications, real estate and business services. Strengthening agricultural activity has thus been imposed as one of the government's priorities to reduce the country's dependence on mining.

Despite political uncertainty and rising food and energy prices, the Guinean economy proved resilient, growing at 4.0% in 2022. Economic growth continued its upward trend, reaching 5.7% in 2023, driven by the mining sector, which benefited from a surge in Indian and Chinese demand in bauxite and aluminium, and whose growth stood at 9.4%. Non-mining sector growth, pulled upwards by agriculture, also rallied in 2023, standing at 4.8%. However, despite emergency funding granted to Guinea following the Conakry fuel depot explosion, economic growth is expected to slow in 2024 and settle at 4.1%. This would be determined by the mining sector, which should register a growth of 7.6% in 2024, thanks in particular to the realization of the Simandou mining giga-project. In the medium term, economic activity should continue its acceleration (5 to 6% per year between 2025 and 2028), still thanks to the booming mining sector (+10% per year on average).

Despite its assets, Guinea's socio-economic indicators remain low. With a population of 13.9 mn and a GDP of USD 23.0 bn in 2023 according to the IMF, Guinea ranks at the bottom of the HDI ranking, ranking 181 out of 193 countries in 2022. According to the authorities, just under half of Guineans (43%) live below the national poverty line which is estimated at GNF 16,423/person/day (EUR 1.6) in 2020. Moreover, the economy still remains large informal part, with an estimated share of 57.5% of GDP in 2021 and 96% of jobs in 2019. In addition, life expectancy at birth stands at 59.5 years in 2023. Guinea also suffers from recurrent flooding (linked to water shortages limiting hydropower production capacity of the Souapiti Dam) and hydrocarbon supply difficulties since the exposure of the Conakry oil field in December 2023.

### **A] Background of the Project**

There are three primary energy sources: fossil biomass, oil and hydropower in Guinea. Biomass has the largest contribution in primary energy consumption. The potential for hydroelectric power generation is high but is largely untapped. The gross hydroelectric potential is 6,000 MW on 150 sites, from 1 to 450 MW, of which only 13,6% is used. The legal access to electricity in (2024) was 53%, largely in urban areas and very low access in rural areas.

The average duration of sunshine is 2,000 hours in Conakry, 2,700 hours in Kankan, the average annual wind speed is 4-7 m/s with the Biomass wood energy availability at large scale (on account of 53.6% of vegetation cover of the national area). The solar photovoltaic is competitive with hydropower, which are much cheaper than the thermal power plants; however thermal power plants are maintained for the production of electricity, due to lack of photovoltaic centres with accumulators. The power sector is liberalized, and the private sector can sign Energy Purchase Agreements with the *Electricité Nationale de Guinée* (National Electricity Company of Guinea), which is responsible for entire production and distribution of electricity in the country. With regard to solar photovoltaic technology, the level of technical capacity in the country is limited, and there is significant need for capacity building of operators and beneficiaries as there are no large plants operating in the country.

### **General Description of the Project**

The Government of the Republic of Guinea, through the Ministry of Energy and

Hydraulics, plans to set up two (2) Solar Projects viz. (i) Supply of Electricity and Drinking Water for 7 Universities in Guinea, and (ii) Electrification and Refrigeration in 200 Health Infrastructures in Guinea.

**[i] Supply of Electricity and Drinking Water for 7 Universities in Guinea:**

Currently, it is proposed that every public university be powered by solar photovoltaic energy with a power of 200 KWc and a ripple of 500 KW to ensure the smooth functioning of the classical appliances in each public Universities. For drilling they will be powered by a solar pumping system device. The project involves supply and installation of solar equipment which includes solar panels, batteries, inverters, solar kit for water pumping, pipes and accessories, water tank, cables, panel supports, battery holders, etc.

➤ **Target areas/Location:**

Sr. No.	Universities	District	Power Installed	No. of Drilling	Distance from Conakry
1.	KINDIA University	Foulayah	200 KWc estimated power before DPR	1	135 Km South
2.	MAMOU (IST) Higher Institute of Technology	Telico	200 KWc estimated power before DPR	1	266 Km South
3.	LABE (UL) University	Hafia	200 KWc estimated power before DPR	1	420 Km North
4.	University of N'zereKore	Nakweya Kpala	200 KWc estimated power before DPR	1	950 Km South
5.	Julius Nyere KANKAN University	Kabada	200 KWc estimated power before DPR	1	665 Km East
6.	BOKE Higher Institute of Mines and Technology	Tamakene	200 KWc estimated power before DPR	1	667 Km North West
7.	Higher Agronomic Institute of FARANAH (ISAV)	Dandaya	200 KWc estimated power before DPR	1	449 Km South

### **[(ii)] Electrification and Refrigeration in 200 Health Infrastructures in Guinea**

The main objective of this project is to facilitate electricity supply to 200 health infrastructures in rural areas in order to meet the following needs:

- Lighting of all treatment rooms;
- Procurement of 200 solar refrigerators for vaccines storage; and
- Supply of conventional fixtures.

The project involves supply and installation of solar equipment such as solar panels, batteries, refrigerators, inverters, regulators, lamps, cables, etc. The system (lighting and refrigeration) will work with batteries, which are powered by photovoltaic solar panels. The provision for purchase of replacement parts is also included in the framework of the project.

The solar energy infrastructures are to be installed in rural areas far from the traditional areas of the electricity distribution company. These health centers are usually lit by simple candles and the kerosene lamps with a modest lighting, which makes it difficult for the medical body to work effectively during the night. It is noteworthy that many interventions are done at night.

The Project intervention in 200 Health Infrastructures is distributed as follows:

- i. **100** Health Centers, existing in sub-prefectures and prefectures.
- ii. **60** Health posts located only in the districts.
- iii. **40** improved health centers plus part of these infrastructures are established in the prefectures as well as in certain sub-prefectures of the Republic of Guinea.
  - Each of the 40 improved health centers will get 15 light points, a 250 litres refrigerator, three 90W solar photovoltaic lamps, 8,000 lumens and a 2000W power converter for conventional equipment.
  - Each of the 100 health centers will be equipped with 13 light points, a 200 litres refrigerator, two 90W 8000 Lumens photovoltaic solar street lamps and a 1500 W converter for conventional equipment.
  - Each of the 60 Health posts will be equipped with 11 light points, a 150 litres refrigerator, a photovoltaic solar collector and a converter with a power of 1000W for conventional equipment, all of which will be powered by photovoltaic solar panels under an opportunity of the transformation of DC voltage into AC voltage.

Lighting, refrigeration and transformation of DC voltage into AC voltage are proposed to make rural health infrastructures operational and modern. This would help the health centres to function effectively in case of outbreak of any kind of epidemiological disease.

### **B] Scope of Consultancy Services**

- i) **Lot – I: Preparation of Detailed Project Report (DPR) and Tendering Services (TS)**

The scope of work for Preparation of DPR and tendering services for two Solar Projects viz. (i) Supply of Electricity and Drinking Water for 7 Universities in Guinea, and (ii) Electrification and Refrigeration in 200 Health Infrastructures in Guinea and

DPR thus prepared, shall broadly include but not limited to the following:

- i. Detailed Project description covering the scope of work, location, design life of the project.
- ii. The social, economic and technical rationale of the proposed project along with the benefits expected to accrue to the country of domicile and the locality of the project and identifiable parameters for objectively measuring the impact of the project.
- iii. Details of the Project location, availability of land, topography and geological features of the land, sufficiency of the land identified for the project, accessibility to the site for construction and right of way, if any, required for the project. In addition, inputs on availability of water, power and other resources near the project site shall be captured.
- iv. Requirement and availability of raw materials, intermediate inputs for implementation of project and for continued operations of the project after completion.
- v. Surveys and investigations required for the project, including but not limited to soil testing report, Stakeholder Consultation, Environmental and Social Impact Assessment covering the risks of Relocation, Rehabilitation and Resettlement and Environment Management Plan, if required.
- vi. Bill of Quantities, Project Layout, General Architectural Designs, Warranty/Guarantee requirements for specific components, mandatory spares, etc.
- vii. Technical Specifications of the project, material testing and certification plan along with relevant standards and specifications. The Consultant shall also specify the equivalent Indian standards and certifications for the subject materials, goods, plants and equipment, etc.
- viii. Quality assurance and control measures, including the testing, inspection procedures for goods, materials, workmanship.
- ix. Details of the Project Management Plan with processes defined for design/planning, execution, monitoring and control. For the Project management plan, the Consultant may use project management tools and techniques, such as work breakdown structure, critical path analysis, and earned value analysis.
- x. The Proposed Construction schedule of the project considering the factors such as weather, material availability and equipment mobilization; The construction schedule shall also define specific milestones for aligning the payment structure for the project execution.
- xi. Details of proposed supervision of project implementation and monitoring arrangements.
- xii. Detailed Cost breakup along with the detailed justification under each head and currency of DPR shall preferably be USD. The breakup shall include cost components for design, civil construction, plants and materials, administrative overheads, contingencies and project monitoring, etc. The cost of land, interest during construction and taxes, if any in the borrower country shall not be covered under the LOC. In case of inclusion of above heads in the Project cost, suitable confirmation from Borrower Government for funding the above heads shall be included in the DPR.
- xiii. Means of financing for the project and to specify the financial contribution (if any) of the Borrower Government and how it is proposed to be met.
- xiv. The technical and financial sustainability plan including detailed cost benefit analysis of the proposed project to be included. In case of revenue generating project, the details of projected revenue and expenditure along

- with financial analysis to be provided.
- xv. Inputs on experience of Project Authority in developing and operating similar projects in the past and availability of skilled and unskilled manpower for the project management and operations, thereof and details of training required, if any.
  - xvi. Commitment from various Ministries of the host country for implementation of the project, such as tax exoneration, allotment of land, environmental clearances, security to Indian personnel, clearance of goods from Customs Clearance Offices and its transportation to the site.
  - xvii. The DPR should clearly specify the need of Comprehensive Maintenance of the project, post-construction. The requirement of spare parts, including manpower requirement (skilled/semi-skilled/unskilled/technicians) to address operations and Maintenance (O&M).
  - xviii. Availability of the major project components from Indian entities, along with market assessment conforming to the requirement of minimum of 75% Indian Content; Shall also assess the maximum Indian content that can be sourced in the Project. The assessment should be backed by item wise break up of sourcing from India, Borrower Country and third country, if any. In case of any major components proposed to be sourced from third country, justification for the same to be included.
  - xix. The details of Project stakeholders and Institutional arrangements for project implementation with roles and responsibilities of each stakeholder clearly stated.
  - xx. The assessment of various risks identified for the project and proposed risk mitigants, if any.
  - xxi. Assist in selection of the EPC Contractor including preparation of the tender documents and provide assistance in evaluation of the Bids. Services under preparation for tender document shall include:

### **Tendering services**

- i. To prepare & submit required set of Tender Documents to call tender on EPC Contractor including the Scope of work, Tender Drawings for Architectural and Engineering Services, Estimates, Technical Specifications, Design Basis Report, Stage Payment schedule, Schedule of Finishes, List of makes, etc.
- ii. While preparing Tender documents, interaction and coordination with Project Authority on preliminary designs and tender documents, etc.
- iii. The stage payment schedule shall include all the items of work which are required to be executed as per the scope of work of the Project.
- iv. Preliminary designs must be consistent with system designs and be good for tender document. This will cover complete scope of work as defined in tender documents including Estimation of cost of all packages/works.
- v. The Consultant shall provide Detailed Technical Specifications of each item of work.
- vi. The Consultant shall prepare the Cost estimates and BoQ for the purpose of assistance in tendering process for Contractor(s). The Consultant shall be responsible for accuracy of the BoQ items.

- vii. The Consultant shall ensure that all the approved makes for each respective items to be used in the works meet the minimum Indian content of 75%.
- viii. Justification of rates/ processing of tenders: Assist in bid evaluation by providing/supplying market rate analysis and quotations, wherever required for scheduled and non-scheduled items of the work in the prescribed manner.

## **ii) Lot – II: PROJECT MANAGEMENT CONSULTANT (PMC)**

The services of the PMC shall broadly include but not limited to the following:

- i. To assist in clearance for Construction Right of Way so that the Site can be handed over timely to the Contractor.
- ii. To review investigation, surveys, designs, drawings, technical specifications, bill of quantities, cost estimates, work plan, etc. for construction Works submitted by the Contractor.
- iii. Review of detailed methodology, quality assurance plan, work schedule, environment management plan, safety requirements, etc. submitted by the Contractor.
- iv. Supervision of all Construction Works including during the Defects Liability Period.
- v. To ensure that the construction is carried out as per the approved designs, drawings, technical specifications and construction standards under the provisions of the Contractor's Agreement.
- vi. To Ensure compliance with standards and regulations - local and international - including those specific to Solar project. Ensure compliance with Quality Assurance and Accreditation Standards promoted by Government of India.
- vii. To ensure quality control through systematic Tests, checks and inspection of materials and workmanship at Site.
- viii. To monitor physical and financial progress of work through progress reports and recommend corrective actions, wherever required.
- ix. To certify Contractor's payments and make recommendations for payment as per terms of the Contractor's Agreement.
- x. To certify the certificate of origin for each invoice and ensuring the compliance of the requirement of minimum 75% Indian Content in each contract;
- xi. To prepare and submit monthly progress reports, completion reports, document changes/ variations, if any, and maintain project records.
- xii. To update the project progress along with the photographs and project video through e-platform provided by the authority.
- xiii. To ensure timely completion of the project within the approved budget and as per schedule.
- xiv. To document any changes, modifications, deviations in the scope of work and analyze their time and cost implications, if any.
- xv. To witness and certify testing and commissioning of facilities and installations.

- xvi. To aid and advise the Authority on any proposal for change of Scope under the EPC Agreement.
- xvii. To ensure rectification of defects by the contractor during the defects liability period.
- xviii. To issue completion certificate after final inspection.
- xix. To complete the tasks within the timeframe stipulated in the Consultancy Agreement, EPC Agreement or otherwise as stated by the Authority. If the Contractor fails to comply with the instructions issued by the Consultant within the time specified in the Consultant's notice or as mutually agreed, the Consultant shall promptly inform the Authority.
- xx. For carrying out its functions and all matters incidental thereto, the Consultant shall act under and in accordance with the provisions of the Contractor's Agreement.
- xxi. Any other tasks required and assigned by the Authority for smooth and successful implementation of the Project.

### **C] Contract Execution Period**

Each contract shall be executed in :

#### **Lot – I:**

- a) Detailed Project Report (DPR) is expected to be prepared and submitted within a period of six (6) months from the date of award of the contract.
- b) Preparation of tender documents and assistance in bid evaluation. The tendering services is expected to be six (6) months. The scope of work for tendering process of the EPC contractor will commence after approval of DPR by GOI.

**Lot – II:** Project Management Consultants' (PMC) scope of work will commence from effective date of the EPC contract until the end of the Defects Liability Period (DLP). Project execution period is expected to be twenty four (24) months and twelve (12) months defects liability period.

**There shall be separate contracts for DPR and PMC.**

### **D] Project Authority**

Ministry of Energy and Hydraulics, Guinea is the Project Authority for the project.

### **E] Application**

The Applicant may apply for a single lot, or both the lots.

## PART-II: INSTRUCTIONS TO APPLICANTS (ITA)

## SECTION-1 INTRODUCTION

## 1.1 Background

1.1.1 The Export-Import Bank of India (hereinafter called “**Exim Bank**” or “**the Bank**”), on behalf of the Government of India (“GOI”), extends from time-to-time, concessional credit facilities (hereinafter called “**Lines of Credit**” or “**LOC**”) under the Indian Development and Economic Assistance Scheme (IDEAS) to overseas governments or their nominated agencies (hereinafter called “**Borrower**”), for financing projects to be executed by Indian entities.

1.1.2 The Borrower as specified in the **Appendix to Instructions to Applicants** (the “**AITA**”) has received an LOC from Exim Bank. The Borrower, through the authority (the “**Authority**”) as specified in the **AITA** intends to apply the LOC / a portion of the LOC to eligible payments for undertaking works (the “**Project**”) as specified in the **AITA**.

1.1.3 In pursuance to the above, Exim Bank invites Applications from eligible Indian entities for prequalification of Consultancy services for the Project. The Estimated Cost of the contract/project and the estimated duration is as specified in **AITA**. Details pertaining to the estimated cost of the contract/project and the estimated duration are only indicative in nature and may change at the time of Bidding.

1.1.4 The Authority intends to undertake the Project through award of contract on lump-sum basis (fixed price) by way of a competitive bidding process amongst the Prequalified Applicants (the “**Bidding**” or “**Bidding Process**”). The bidder selected through such Bidding Process (the “**Consultant**”) shall be responsible for providing consultancy Services under the Project, including remedying any defects in services.

1.1.5 Payment to the Consultant shall be made by Exim Bank, under the LOC, at the request of the Borrower and upon approval by Exim Bank, and will be subject, in all respects, to the terms and conditions of the credit (or financing) agreement. No party other than the Borrower shall derive any rights from the credit agreement or have any claim to the proceeds of the LOC. The payments shall be made in accordance with the agreement between the Authority and the Consultant.

## 1.2 Brief description of Prequalification Process

1.2.1 The process for prequalification (the “**PQ Process**” or the “**Prequalification Process**” or the “**Application Process**”) shall be conducted by Exim Bank in accordance with this Prequalification Application Document (the “**Prequalification Document**” or the “**Application Document**”). The result of the PQ Process shall be shared by Exim Bank with the Authority, who shall be responsible for conducting the Bidding amongst the Applicants prequalified

by Exim Bank in accordance with this Application Document, for selection of the Consultant.

1.2.2 This Application Document is being issued by Exim Bank to prospective entities (the “**Applicant**”) interested in submitting applications for prequalification (the “**Application**”) subject to the provisions of this Application Document.

1.2.3 This Application Document and any addendum thereof shall be made available by Exim Bank on its website. The Application Document and the addendums can be accessed using the following link: <https://www.eximbankindia.in/lines-of-credit-tenders.aspx>

1.2.4 The Application Document and any addenda issued subsequent to this Application Document, will be deemed to form part of the Application Document.

1.2.5 The Application Document will be available free of any cost. The Applicant shall pay to Exim Bank an upfront and non-refundable processing fee (the “**Processing Fee**”), through NEFT transfer, as per details **as specified in the AITA**. The Applicant shall provide the original or copy of any document(s) generated at the time of payment of Processing Fee as evidence of payment, along with the PQ Application.

For avoidance of doubt, the Processing Fee will be non-refundable fee payable by the Applicant to Exim Bank.

#### 1.2.6 **Pre-Prequalification Meeting (the “Pre-PQ Meeting”)**

(a) A Pre-PQ Meeting shall be convened, at the designated date, time and place **as specified in the AITA**. A maximum of two representatives of each prospective Applicant shall be allowed to participate in the Pre-PQ Meeting. The Applicant must submit through the means as specified under Clause 1.6 [Correspondence with Exim Bank] to Exim Bank, the relevant authorizations to the representatives for participation in the Pre-PQ Meeting, at least 3 working days prior to such Pre-PQ Meeting. Any failure to submit the required authorization within the stipulated time may lead to the representatives not being allowed to attend the Pre-PQ Meeting. If so **specified in the AITA**, the Pre-PQ Meeting shall be conducted online in addition to the physical meeting.

(b) At least 3 working days prior to such Pre-PQ Meeting, the Applicant shall submit in writing to Exim Bank through the means as specified under Clause 1.6 [Correspondence with Exim Bank], any clarifications required to be sought. Exim Bank reserves the right to deny any such clarifications. Submission of such requests for clarifications shall, however, not bind Exim Bank with any obligation to respond to the same and Exim Bank reserves the right to deny response to any such clarifications. These

clarifications shall be responded to by Exim Bank in the manner as set out in Clause 3.2 [Clarifications] below.

(c) During the course of Pre-PQ Meeting, the Applicant is free to seek any clarifications and make any suggestions for consideration by Exim Bank. Exim Bank shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair and transparent PQ Process.

(d) Minutes of the Pre-PQ Meeting, if applicable, including the questions or clarifications sought by the Applicants, shall be made available to all the prospective Applicants. The same shall maintain standards of confidentiality as applicable to the identity of the source. Any modification to the Application Document that may become necessary as a result of the Pre-PQ Meeting shall be made by Exim Bank exclusively through the issue of an addendum pursuant to Clause 2.22 [Amendment of Application Document].

(e) The Applicants are advised to attend the Pre-PQ Meeting, however, the same is not mandatory requirement for participation in the PQ Process.

1.2.7 Part-III Appendix to Instructions to Applicants (AITA) shall supplement the information provided under Part-II Instructions to Applicants (ITA) [Sections 1-5].

AITA shall be taken to modify, negate, add or alter the ITA in case of any differences between the provisions of AITA and ITA. In the event of a conflict between the ITA and AITA, the provisions of AITA shall prevail over ITA.

### **1.3 Schedule of Prequalification Process**

Exim Bank shall endeavor to adhere to the PQ Process as specified in AITA.

### **1.4 Reporting Currency**

1.4.1 All financial information to be submitted by the Applicant in the Application shall be in United States Dollars (USD) (the "Reporting Currency").

For the purpose of conversion of currencies for reporting the financial information, the Applicant shall use the "Reference Rates of Foreign Currency published by Financial Benchmark India Private Ltd. ("FBIL")", available on <https://www.fbil.org.in/> . For the historical exchange rates, which are not made available by FBIL, the reference rate published by Reserve Bank of India ("RBI") and available on <https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx> may be used. In case a particular currency rate is not published by RBI the buying rate of such currency shall be taken from <http://www.oanda.com>.

The Applicant shall adhere to the following for conversion of monetary amount to the Reporting Currency:

- i. The equivalent amount in Reporting Currency shall be arrived at using the exchange rate as on 31<sup>st</sup> March of respective financial year, where the information for any of the past financial years is reported;
- ii. For data related to aspects like contracts signed in the current financial year or any other information where the current status is reported, the exchange rate prevalent as on the working day preceding the date of Notice Inviting Application under this Application Document shall be used to arrive at the Reporting Currency.

Exchange rate for conversion between USD and INR is **as specified in AITA.**

## **1.5 Contents of the Application Document**

1.5.1 The Application Document comprises of the disclaimer set forth at the beginning, the contents as listed below, and any Addenda issued in accordance with Clause 2.22 [Amendment of Application Document].

### **Part-I: Scope of Consultancy Services**

#### **Part-II: Instructions to Applicants**

Section-1 Introduction

Section-2 Eligibility Criteria and Requirements

Section-3 Preparation, Submission and Opening of Applications

Section-4 Evaluation of Applications

Section-5 Other Conditions

#### **Part-III: Appendix to Instruction to Applicants (AITA)**

Section-6. Appendix to Instructions to Applicant (AITA)

### **Part-IV: Application Forms and Appendices**

Unless obtained directly from Exim Bank's Website, Exim Bank is not responsible for the completeness of the Application Document. For avoidance of doubt, the **"Notice Inviting Application"** and the **"Checklist: Forms and document to be submitted"** are not part of the Application Document.

## **1.6 Correspondence with the Bank**

Details and mode of communication for the purpose of communication, clarification, Opening of Application is **as specified in the AITA.**

## SECTION-2 ELIGIBILITY CRITERIA AND REQUIREMENTS

**2.1 Applicants** 2.1.1 An Applicant may be a single entity or a combination of entities in the form of a Joint Venture (“JV”) either existing or with the intent to enter into a JV supported by a letter of intent (the “**Letter of Intent**” or “**LOI**”). In the case of a JV, all members shall be jointly and severally liable for the execution of the contract(s) awarded pursuant to this PQ Process. The JV shall be represented by an authorized representative who shall have the authority from all members of the JV so as to conduct all business for and on behalf of the JV during the PQ Process. The JV shall comply with the terms and conditions of this Application Document.

**2.2 Applicant’s Nationality and Ownership** 2.2.1 The Applicant shall be an Indian entity. In case of an Applicant being a JV, this Clause 2.2 [Applicant’s Nationality and ownership] shall apply individually to each member of the JV.

(a) An Applicant shall be deemed to be Indian if the Applicant is registered in India and/or incorporated/established under any law in force in India, as evidenced by its articles of incorporation and its registration documents, or any other equivalent document, as the case may be. The Applicant shall furnish such satisfactory evidence of eligibility as Exim Bank may reasonably request.

For avoidance of doubt, an entity shall be construed as a reference to any firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality).

(b) Any entity from:

(i) a country which shares a land border with India (except to which the Government of India has extended any Lines of Credit or in which the Government of India is engaged in development projects) will be eligible to apply singly or as a member of JV, only if the entity is registered with the competent authority as prescribed by the Department of Promotion of Industry & Internal Trade (DPIIT), Government of India. An entity from a country which shares a land border with India means:

- a. A subsidiary of an entity incorporated, established or registered in such a country; or
- b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- c. An entity whose beneficial owner is situated in such a country; or a natural person who is a citizen of such a country; or
- d. A consortium or a Joint Venture where any member of the consortium or joint venture falls under any of the above.

Applicant whose beneficial owner is from the country which restricts the participation of bidders from India in its own tendering, shall not be eligible to apply.

For the purpose of this Clause 2.2.1(b), the interpretation shall be in

accordance with the Public Procurement Order No.4 dated February 23, 2023, issued by the Procurement Policy Division of the Department of Expenditure, Ministry of Finance, Government of India.

2.2.2 In case the Applicant becomes ineligible under this Clause 2.2.1, at any time post the Prequalification Process (i.e. including during Bidding Process and/or contract implementation phase), the Applicant shall immediately inform Exim Bank of the such ineligibility condition becoming true and reasons thereof. This may lead to cancellation of Applicant's prequalification / contract.

2.2.3 Forms to be submitted

**Form-I: Application Information Form**, including **Form-I(A) JV Member Information Form**, if applicable, along with the attachments as outlined in the Form.

## 2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest (the "**Conflict of Interest**"). Any Applicant who at any point of time during the PQ Process, or Bidding Process or after award, is found to have a Conflict of Interest, shall be disqualified. In case of an Applicant being a JV, this Clause 2.3 [Conflict of Interest] shall apply individually to each member of the JV but not amongst the members of JV. An Applicant shall be deemed to have a Conflict of Interest, if:

- i. the Applicant, its member or any constituent thereof and any other Applicant, its member or any constituent thereof directly or indirectly have common Beneficial Owner, provided that this disqualification shall not apply to any ownership by a bank, insurance company, mutual funds, pension fund or a public financial institution referred to in section 2(72) of Companies Act 2013 enacted by the Government of India. The beneficial owner shall mean:

- a. Where the Applicant is a company, the Beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has/have a controlling ownership interest or who exercise control through other means.

For the purpose of this Sub-Clause 2.3.1(i)(a) "**Beneficial Owner**" means control over ownership of/entitlement to more than 10% (ten percent) of the shares or capital or profits of the company and "**control**" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. For avoidance of doubt, "**Control**" shall have the meaning given to the term in Companies Act 2013 enacted by the Government of India.

- b. Where the Applicant is a partnership firm, the Beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has/have control over ownership of/entitlement to more than 10% (ten

percent) of capital or profits of the partnership or who exercises control through other means.

For the purpose of this Sub-Clause 2.3.1(i), “control” shall include the right to control the management or policy decision of such person, whether by operation of law or by contract or otherwise.

- ii. a member / constituent of an Applicant is also a member / constituent of another Applicant; or
- iii. an Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its member thereof. Provided that this provision shall not be applicable to an Applicant which is a Public Sector Undertaking; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s confidential information, which is not otherwise available in public domain, about, or to influence, the Application of either or each other during the Prequalification Process; or
- vi. such Applicant has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.3.2 In case the Applicant becomes ineligible under this Clause 2.3.1, at any time post the Prequalification Process till contract inclusion under the LOC by Exim Bank (i.e. including during Bidding Process), the Applicant shall immediately inform Exim Bank of the such ineligibility condition becoming true and reasons thereof. This may lead to cancellation of Applicant’s prequalification / contract.

## 2.4 Financial Conduct

2.4.1 An Applicant shall be ineligible if the Applicant or its member(s) or its promoters/directors (excluding nominee directors and independent directors):

- i) is under default on any loan to any bank / financial institution (FI) in India and its account has been classified as Non-Performing Asset (NPA); or
- ii) is currently appearing in Credit Information Bureau India Ltd. (CIBIL) Defaulter List; or
- iii) has been currently admitted by the National Company Law Tribunal (NCLT) for initiating corporate insolvency resolution process under the Indian Bankruptcy Code (IBC); or
- iv) has been currently reported as fraud (under the present promoter/directors) by any bank / financial institution (FI) in India.

2.4.2 In case of JV, the conditions under this Clause 2.4 shall apply to each member of the JV.

2.4.3 In case the Applicant becomes ineligible under the Clause 2.4.1, at any time post the Prequalification Process (i.e. including during Bidding Process and/or contract implementation phase), the Applicant shall immediately inform Exim Bank of such ineligibility condition becoming true and reasons thereof. This may lead to cancellation of Applicant's prequalification / contract.

## **2.5 Debarment / Blacklisting or Conviction**

2.5.1 The Applicant, or each member of the JV, shall as on the Application Due Date, not have been:

- i) debarred by Exim Bank, in accordance with Exim Bank's Debarment Policy, which is also available at [https://www.eximbankindia.in/assets/pdf/public-declarations/Debarment-Policy\\_website.pdf](https://www.eximbankindia.in/assets/pdf/public-declarations/Debarment-Policy_website.pdf)
- ii) blacklisted, debarred or suspended from bidding by any Multilateral Development Bank (MDB), such as World Bank, Asian Development Bank;
- iii) blacklisted, debarred or suspended from bidding by any Ministry / Authority of GOI or of the Ministry / Authority of the Government in Authority's Country;
- iv) convicted for an offense under (a) India's Prevention of Corruption Act, 1988, or (b) the Bharatiya Nyaya Sanhita, 2023 or (c) any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract, or (d) for a criminal action including not limited to cheating / fraud, shall be ineligible to participate in the Bidding Process as applicable, during such period of time as the sanctioning authority shall have determined;
- v) In regard to matters other than security and integrity of India / Authority's Country, convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on its ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- vi) In regard to matters relating to security and integrity of India / Authority's Country, facing any investigation or charge-sheeted by any agency of the Government of India / Authority's Country or convicted by a Court of Law.

2.5.2 In case of JV, the conditions under this Clause 2.5 shall apply to each member of the JV.

2.5.3 In case the Applicant becomes ineligible under the above mentioned Clause 2.5.1, post the prequalification process (i.e. including during bidding process and/or contract implementation phase), the Applicant shall immediately inform Exim Bank of such

ineligibility and reasons thereof. This may lead to cancellation of Applicant's prequalification / contract.

## 2.6 Past Contract Non-Performance

2.6.1 The Applicant or member of the JV shall, since the date **as specified in the AITA**, and till the Application Due Date have no instance of:

(a) contract<sup>1</sup> non-performance as a result of Applicant's / Member's default.

(b) records of poor performance, for projects in which it is acting as the 'Contractor', including but not limited to abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the Applicant, inordinate delays in completion, breach of environmental, or social contractual obligations, consistent history of litigation resulting in awards against the Applicant or any of the constituents, or financial failure due to insolvency and / or bankruptcy, as evidenced by, but not limited to, imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or member. Additionally, the rescission of a contract as a part of a joint venture on account of reasons other than non-performance, such as the lead partner withdrawing would entail disqualification of the Applicant.

2.6.2 The Applicant shall inform Exim Bank of any such instances occurring post submission of the Application. In case the Applicant becomes ineligible under any of the sub-heads under Clause 2.6.1, at any time post the Prequalification Process (i.e. including during Bidding Process and/or contract implementation phase), the Applicant shall immediately inform Exim Bank of such ineligibility and reasons thereof. This may lead to cancellation of Applicant's prequalification / contract.

2.6.3 In case of JV, the conditions under this Clause 2.6 [Past Contract Non-Performance] shall apply to each member of the JV.

2.6.4 Forms to be submitted

**Form-II: Past Contract Non-performance**, duly certified by the Applicant / each JV Member in case of a JV Applicant.

## 2.7 Pending Contract Litigation

2.7.1 The Applicant shall have a **positive** 'Adjusted Net Worth' determined as per the financial statements for the latest financial year **as specified in AITA**, adjusted for 'Pending Contractual Litigation Value'

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<sup>1</sup> Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract.

as considered below:

- 'Pending Contractual Litigation Value' shall be deemed to be 25% of the aggregate value of pending litigation across all contracts, net of provisions made in the latest audited financial statements for the year as specified above, which shall be deducted from the net worth to arrive at the 'Adjusted Net Worth'.
- For the purpose of this Clause, Adjusted Net Worth shall mean the Net worth as per the latest financial statements *less* [25% of Pending Contractual Litigation Value *less* provisions made in the latest audited financial statements for pending contractual litigations]

2.7.2 In case of JV, the conditions under this Clause 2.7 shall apply to each member of the JV.

2.7.3 Forms to be submitted:

**Form-III: Pending Contract Litigation** for the Applicant / each JV Member in case of a JV Applicant duly certified by an Independent Chartered Accountant.

## 2.8 Contract Litigation History

2.8.1 The aggregate amount of awards against the Applicant, if any, since date **as specified in the AITA** shall not exceed 25% of net worth as per the latest audited financial statements.

2.8.2 In case of JV, the conditions under this Clause 2.8 shall apply to each member of the JV.

2.8.3 Forms to be submitted: "**Form-IV: Contract Litigation History**" for the Applicant / each JV Member in case of JV Applicant, duly certified by an Independent Chartered Accountant.

## 2.9 Financial Status and Capacity

2.9.1 The Applicant must, over the period of last 3 (three) financial years as **specified in the AITA**, must demonstrate meeting the following conditions:

- Positive net worth for each of the last 3 (three) financial years;
- Profit (i.e. Profit Before Tax) for at least 1 (one) out of last 3 (three) financial years; and
- Annual Consultancy Revenue in any one (1) of the last 3 (three) financial years of not less than the amount **as specified in AITA**.

2.9.2 In the event that the latest Auditor's Report contains any qualifications, exceptions, or adverse opinions, which in the opinion of Exim Bank leads to a conclusion that a material uncertainty exists about the entity's ability to continue as a going concern, the Applicant is liable to be disqualified on the ground for not meeting the Financial Capacity. Any disqualification resulting from such qualifications shall be at the sole discretion of Exim Bank and the decision thereof shall be final and binding

2.9.3 In case of JV, the following shall apply for meeting the above

requirement:

- I. Each JV member shall meet the requirement under Paragraph 2.9.1 (a), 2.9.1 (b) and 2.9.2 above,
- II. For condition under Paragraph 2.9.1 (c) above, each member shall meet at least 25%, lead member shall meet at least 40% and all members together shall meet 100% of the requirement.

2.9.4 Forms to be submitted:

- a. **Form-V: Financial Status** for the Applicant/each JV member in case of a JV Applicant, duly certified by an independent Chartered Accountant.
- b. **Form VI: Annual Consultancy Turnover** for the Applicant / each JV Member in case of a JV Applicant, duly certified by an independent Chartered Accountant.

## 2.10 General Experience

2.10.1 The Applicant shall have experience **as specified in AITA** in the role of prime consultant or JV member to the main client, **in India** that has been satisfactorily completed during the period **as specified in AITA**.

2.10.2 In case of JV, the conditions under this clause 2.10 shall apply to each member of the JV.

2.10.3 For the purpose of meeting eligibility under this Clause, the Applicant may submit a maximum 3 (three) number of Contracts. In case the number of contracts submitted is more than the number specified above, the Bank shall review only the first 3 contracts submitted sequentially as per the serially numbered list of Contracts for the purpose of evaluation. The decision of Exim Bank in this regard shall be final. It is clarified that only completed contracts shall be considered for establishing eligibility under this Clause 2.10, and substantially completed contracts shall not be considered for evaluation.

2.10.4 Forms to be submitted:

**Form-VII: General Experience**, of the Applicant / each JV Member in case of a JV Applicant

2.10.5 Documents to be Submitted

Final Acceptance Certificate (FAC) / Completion Certificate/ Testimonial Letters issued by the Project Authority for each contract giving, inter alia, details of scope and value of services undertaken by the Applicant, contract start and completion dates.

- a. In case the contracts are executed by the Applicant as a member of JV, a copy of Agreement between Project Authority and JV and the JV Agreement to substantiate Individual JV member's delineated roles, responsibilities and scope and value of services.
- b. Subconsultants' experience and resumes, if any, submitted with the application shall not be taken into account in determining the Applicant's compliance.
- c. Only completed contracts shall be considered for evaluation and establishing eligibility under this clause 2.10.

## 2.11 Specific Experience

2.11.1 The Applicant shall demonstrate following experience by way of contracts completed during the period **as specified in the AITA**:

- a. Experience in executing at least the number and value of similar contracts related to projects in sector **as specified in AITA**, in the role of prime consultant or JV member to the main client / project employer, that have been satisfactorily completed during the period specified above.
- b. Additionally, the Applicant shall demonstrate experience as per any other requirement **as specified in AITA**, either under the above contracts or under other completed contracts, completed during the period as defined in this Sub-Clause 2.11.1.

2.11.2 For the purpose of this Clause, Subconsultants' experience, if any, submitted with the application shall not be taken into account in determining the Applicant's compliance.

2.11.3 The Specific Experience of all the Members of JV on a cumulative basis would be considered for meeting the requirements stipulated under this Clause 2.11.

2.11.4 It is clarified that, for ascertaining eligibility on a cumulative basis, the Contract Value or Capacity cannot be aggregated, however, the number of contracts under options I & II as specified in 2.11.1 (a) can be aggregated across the JV members.

**Illustration:** Say under Option II, the Applicant should have completed at least 2 contracts of USD 100 mn each. If JV member 1 (JV1) has completed one contract of USD 100 mn and JV member 2 (JV2) has completed one contract of USD 110 mn, then number of contracts can be aggregated and the JV meets the requirement. However, if JV1 has completed one contract of USD 80 mn and JV2 has completed one contract of USD 120 mn, then the value of contracts cannot be aggregated and the JV fails to meet the requirement.

2.11.5 For the purpose of meeting eligibility under this Clause, the Applicant may submit a maximum 5 (five) number of Contracts. In case the number of contracts submitted is more than the number specified above, Exim Bank shall review only the first 5 contracts submitted sequentially as per the serially numbered list of Contracts for the purpose of evaluation. The decision of Exim Bank in this regard shall be final. It is clarified that only completed contracts shall be considered for evaluation and establishing eligibility under this clause 2.11 and substantially completed contracts shall not be considered for evaluation.

2.11.6 **Forms to be submitted:**

**Form-VIII: Specific Experience** of the Applicant / each JV Member in case of a JV Applicant.

2.11.7 **Documents to be Submitted**

Final Acceptance Certificate (FAC) / Completion Certificate/ Testimonial Letters issued by the Project Authority for each contract giving, inter alia, details of scope and value of services undertaken by the Applicant, contract start and completion dates.

- a. In case the contracts are executed by the Applicant as a member of JV, a copy of Agreement between Project Authority and JV and the JV Agreement to substantiate Individual JV member's delineated roles, responsibilities and scope and value of services.
- b. Subconsultants' experience and resumes, if any, submitted with the application shall not be taken into account in determining the Applicant's compliance.
- c. Only completed contracts shall be considered for evaluation and establishing eligibility under this clause 2.11.

## 2.12 Quality Assurance

2.12.1 The Applicant shall have the ISO Accreditation / Certified Quality Management System **as specified in the AITA** valid as on the deadline for submission of Application.

### 2.12.2 Forms to be submitted

**Form-IX: Certified Management System**, duly signed by Authorised Representative of Applicant and in case of JV, by Lead Member on behalf of JV Members.

## 2.13 Skilled Human Resource

2.13.1 The Applicant must demonstrate that it can deploy the personnel for the key positions meeting the requirements **as specified in the AITA**.

### 2.13.2 Forms to be submitted

**Form-X Skilled Human Resource**, duly attested by Authorised Representative of Applicant and in case of JV, by Lead Member on behalf of JV Members.

## 2.14 Additional Requirement

If specified in AITA, the Applicant shall comply with any other additional requirement **as specified in the AITA**.

## 2.15 Additional Conditions for JV

In case the Applicant is a Joint Venture, it shall meet with the following additional conditions for eligibility:

- i. The maximum number of members including the Lead Member shall not exceed 3 (three).
- ii. The lead member (the "**Lead Member**") of the JV shall be the one with the highest share in the JV which shall not be less than 26%.
- iii. Application shall be submitted only in the name of the JV and not in the name of constituent member(s).
- iv. The members of the Unincorporated Joint Venture shall have signed a Letter of Intent to form a JV at the prequalification stage. The Letter of Intent, shall, *inter alia*:

- a) convey the commitment(s) of all the members that the overall project management and coordination shall be carried out exclusively by the Lead Member.

- b) convey the commitment(s) of the Lead Member in accordance with this PQ, in case the Contract is awarded to the Joint Venture;
- c) clearly outline the proposed roles and responsibilities, if any, of each member of the JV;
- d) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Consultant in relation to the contract until the obligations are achieved in accordance with the Conditions of Contract.
- e) Shall in all respect be governed by and interpreted in accordance with Indian Laws.
- v. No change of JV members or change in Lead Member is allowed after the prequalification, during Bidding Process or currency of existence of obligations of the Consultant in the Project, with respect to the respective JV's application for prequalification. The composition of the JV shall be in accordance with the conditions stipulated under the Application Document.
- vi. The Lead Member shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JV during the PQ Process, Bidding Process and, in the event the JV is awarded the Project, during its execution. All notices/correspondence with respect to the Prequalification / Bidding or the Project would be sent only to the Lead Member.

For avoidance of doubt, in the event of award of the contract to a JV, all the payments to the JV shall be made to the bank account of the JV and not to the account of constituent members.

## **2.16 Compliance with IDEAS and Public Procurement Orders**

2.16.1 The Applicant (including each member of JV, as applicable) shall adhere to the applicable guidelines, including the IDEAS Guidelines, inter alia including the requirement of meeting minimum 75% Indian Content in the contract awarded, in accordance with the IDEAS Guidelines or such other condition as may be stipulated during the Bidding Process.

Applicants are advised to refer to the GOI guidelines mentioned above which are also available at

[https://www.eximbankindia.in/assets/pdf/loc/IDEAS\\_2022\\_07042022.pdf](https://www.eximbankindia.in/assets/pdf/loc/IDEAS_2022_07042022.pdf)

2.16.2 The Applicant shall comply with the provisions of Public Procurement Order No.4 dated February 23, 2023, issued by the Procurement Policy Division of the Department of Expenditure, Ministry of Finance, Government of India including any clarifications / amendments, or any other Procurement Guidelines, as may be issued by the Government of India and furnish such evidence of eligibility satisfactory to the Exim Bank, as the Exim Bank shall reasonably request.

### **2.16.3 Forms to be submitted**

**Form-XI: Confirmation of Eligibility under Public Procurement Orders**

duly attested by Authorised Representative of Applicant and in case of JV, by Lead Member on behalf of JV Members.

### 2.17 Continued Eligibility

The Applicant undertakes that the Applicant shall continue to comply with the terms and conditions of this Application Document, including the eligibility conditions, and shall provide evidence of their continued eligibility in respect of the prequalification criteria during the Bidding Process. In this respect, Exim Bank retains the right to request any such evidence from the Applicant at any time during the Bidding Process. After award of the contract, the Consultant shall provide evidence of their continued eligibility in respect of the prequalification criteria.

In case any of disqualification / ineligibility conditions becoming true at any time post the conclusion of the evaluation process (i.e. including during Bidding Process and/or contract implementation phase), the Applicant shall immediately inform Exim Bank of such disqualification / ineligibility conditions and reasons thereof. This may lead to cancellation of the prequalification / bid / agreement, at any later stage as Exim Bank may determine at its sole discretion.

### 2.18 Acknowledgement by the Applicant

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

- a) not been disqualified under any disqualification criteria stipulated in the Application Document;
- b) met all applicable qualification requirements stipulated in the Application Document;
- c) acknowledged that it does not have a Conflict of Interest;
- d) made a complete and careful examination of the Application Document and is satisfied that the Applicant meets the eligibility criteria for prequalification under this Application Document;
- e) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- f) read and understood the Debarment Policy of Exim Bank and acknowledges that the Applicant shall be liable for debarment in case of misrepresentations in the PQ Application or Bid, or non-performance under any subsequent agreements or incurring debarment under the Debarment Policy of Exim Bank.

### 2.19 Amendment of Application Document

2.19.1 At any time prior to the last date of submission of Application (the "**Application Due Date**"), Exim Bank may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Application Document by the issuance of addenda including extension of Application Due Date.

2.19.2 The addendum shall be issued in the same manner as specified under Sub-Clause 1.2.3. Any addendum thus issued shall be part of the Application Document.

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

## SECTION-3 PREPARATION, SUBMISSION AND OPENING OF APPLICATIONS

- 3.1 Language** The Application and all related correspondence and documents in relation to the Prequalification Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by a translator. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
- 3.2 Clarifications**
- 3.2.1 Applicants requiring any clarification on the Application Document may notify Exim Bank in accordance with Clause 1.6 [Correspondence with the Bank] and shall clearly bear the identification/title of the Project. The Applicant should send the queries before the date specified in the schedule of Prequalification Process contained in Clause 1.3 [Schedule of Prequalification Process].
- 3.2.2 Exim Bank shall endeavor to respond to the queries raised or clarifications sought by the Applicants and provide such further information as it may, in its sole discretion, consider appropriate for facilitating a fair and transparent process. However, Exim Bank reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Application Document shall be taken or read as compelling or requiring Exim Bank to respond to any question or to provide any clarification.
- 3.2.3 Exim Bank may also on its own motion, if deemed necessary, issue interpretations and clarifications to all prospective Applicants. All clarifications and interpretations issued shall be deemed to be part of the Application Document. Verbal clarifications and information given by Exim Bank or its employees shall not in any way or manner be binding on Exim Bank.
- 3.3 Cost of Application** The Applicants shall be responsible for all of the costs associated with the preparation of their Application and their participation in the prequalification process. Exim Bank shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Prequalification Process.
- 3.4 Multiple Applications** No Applicant shall submit more than one Application for Prequalification. An Applicant applying individually or as a member of a JV shall not be entitled to submit another Application either individually or as a member of any other JV, as the case may be. Submission of more than one Application by an Applicant will result in the disqualification of all such Applications in which such an Applicant is involved.
- 3.5 Authorisation to Sign the** The Applicant shall submit a copy of Power of Attorney as per the format at **Appendix-I**, in favor of the person duly authorized to sign

- Application** on behalf of the Applicant, through an appropriate board resolution or such equivalent documentation certified by an authorized officer of the Applicant to be authentic. Certified copy of such board resolution or such equivalent documentation shall be submitted along with the Application. In case the Applicant is an Unincorporated JV, each member of the JV shall submit a copy of the Power of Attorney as per the format at **Appendix-II** along with a certified copy of relevant board resolution or such equivalent documentation and the Lead Member shall also submit a copy of Power of Attorney as per format at **Appendix-I** along with a copy of relevant board resolution or such equivalent documentation certified by the person authorized in **Appendix-I**.
- 3.6 Documents comprising the Application**
- 3.6.1 The Applicant shall submit all the details as required in this Application Document. The Applicant shall ensure that all the details are updated as on the date of submission of the Application.
- All the pages of the file uploaded shall be machine numbered and a table of contents shall be included in the beginning of each volume of documents referring the page numbers of the indexed items;**
- 3.6.2 All financial / monetary information in the Application are required to be in currency in accordance with Clause 1.4 [Reporting Currency].
- 3.6.3 The Application shall be furnished by the Applicant in the formats as per Part-IV: Application Forms and Appendices. The Application shall comprise of:
1. Evidence of payment of the Processing Fee, in accordance with Sub-Clause 1.2.6;
  2. Application Submission Form;
  3. Form-I: Applicant Information Form. In case of JV, Form-I(A): JV Member Information Form, shall also be submitted for each member of the JV;
  4. Form-II: Contract Non-Performance
  5. Form-III: Pending Contract Litigation
  6. Form-IV: Contract Litigation History
  7. Form-V: Financial Status
  8. Form-VI: Annual Consultancy Turnover
  9. Form-VII: General Experience
  10. Form-VIII: Specific Experience
  11. Form-IX: Certified Management System
  12. Form-X: Skilled Human Resource
  13. Form-XI: Confirmation of Eligibility under Public Procurement Order
  14. **Appendix I:** Power of Attorney to sign on behalf of the Applicant
  15. **Appendix-II:** Authorisation in favour of Lead Member
  16. **Appendix-III:** Letter of Intent in case of JV Applicant.
- 3.7 Submission of Application**
- 3.7.1 The applications shall be submitted online through the web portal which is accessible through <https://eprocure.eximbankindia.in>. Applications submitted in any other manner shall not be considered

for opening and evaluation and shall be rejected.

3.7.2 Without prejudice to the manner of Submission of Applications defined under Sub-Clause 3.7.1, the Applicant shall submit the original copies of the following documents physically at the address specified in Clause 1.6 [Correspondence with the Bank] and by the date as specified under Clause 1.3[Schedule of Prequalification Process]:

- a. Evidence of payment of the Processing Fee in accordance with Paragraph 1.2.5;
- b. Original Power of Attorney (POA) for signing the Application as per format at **Appendix-I**;
- c. Where Applicant is a JV, additionally the Power of Attorney by each member of JV as per the format at **Appendix-II**;
- d. Where Applicant is a JV, additionally the JV Agreement or the Letter of Intent for forming Joint Venture as per the format at **Appendix-II**;

Above documents shall be submitted in an envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected and clearly bear the name of the project in accordance with Sub-Clause 1.1.2 and the name and address of the applicant.

### 3.8 Application Due Date

3.8.1 Applications must be received by Exim Bank in the manner as specified under Clause 3.7 [Submission of Application], no later than the Application Due Date in accordance with Clause 1.3 [Schedule of Prequalification Process] or any other date or time as may be extended in the manner provided in this Application Document. Applications received by Exim Bank after the date and time specified under Application Due Date shall not be eligible for consideration and shall be summarily rejected.

3.8.2 Exim Bank may, at its discretion, extend the deadline for the submission of Applications by amending the Application Document in accordance with Clause 2.22 [Amendment of Application Document], in which case all rights and obligations of Exim Bank and Applicant previously subject to the deadline shall thereafter be subject to the deadline as extended uniformly for all Applicants.

### 3.9 Opening of Applications

3.9.1 Exim Bank shall publicly open and read out all Applications received online, at the date, time and place in accordance with Clause 1.3 [Schedule of Prequalification Process] and Clause 1.6 [Correspondence with the Bank], in the presence of Applicant's designated representatives who choose to attend. **Provided**, the processes shall be concluded in accordance with Clause 1.3 even if one or all the Applicants choose not to be represented during the opening of Applications.

3.9.2 The Application of only those Applicants shall be opened whose documents have been received physically in accordance with Sub-Clause 3.7.2.

3.9.3 The Applicant's representatives who are present for Application

Opening shall be requested to sign the record of attendance. The omission of an Applicant's signature on the record shall not invalidate the contents and effect of the record.

3.9.4 Exim Bank will subsequently examine and evaluate the Applications in accordance with the provisions set out in Section 4 [Evaluation of Applications] of Application Document.

3.9.5 The Applicants are advised that the Prequalification Process will be entirely at the discretion of Exim Bank. Notwithstanding anything contained in this Application Document, Exim Bank reserves the right to accept any Application, and to or reject any or all Applications, and to annul the Prequalification Process at any time, without thereby incurring any liability to the Applicants.

3.9.6 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, Exim Bank may, in its sole discretion, exclude the relevant information from evaluation.

**3.10  
Confidentiality**

3.10.1 Information relating to the evaluation of Applications and outcome thereof, shall not be disclosed to other Applicants or any other persons who is not officially concerned with the process, until information on result of the prequalification evaluation is communicated to all the Applicants.

3.10.2 Any attempt by an Applicant to influence Exim Bank in the evaluation of the Applications may result in the rejection of its Application.

3.10.3 Exim Bank / Applicant will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. Exim Bank / Applicant may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity or as may be required by law or in connection with any legal process.

**3.11  
Correspondence  
with the  
Applicants**

3.11.1 Save and except as provided in this Application Document, Exim Bank shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application. However, Exim Bank would communicate the result of evaluation to all the Applicants who have submitted an Application in accordance with the provisions of this Application Document and have not been summarily rejected. After completion of the Evaluation process, Exim Bank shall also disclose the result of the prequalification process to the Authority and on its website.

3.11.2 Notwithstanding the above, from the time of Application opening to the time of declaration of results, if an Applicant wishes to contact Exim Bank on any matter related to the Prequalification Process, it shall do so in writing.

## SECTION-4 EVALUATION OF APPLICATIONS

### 4.1 Evaluation Process

4.1.1 Exim Bank shall open the Applications at the date and time in accordance with Clause 1.3 [Schedule of Prequalification Process], at the place specified in Clause 1.6 [Correspondence with the Bank], and in the presence of the Applicants who chooses to attend.

4.1.2 After opening the Application, Exim Bank will determine if the Application is responsive, in accordance with Clause 4.2 [Tests of Responsiveness] (the “**Responsive Application**”). The Applicant shall provide all the information sought under this Application Document. Exim Bank will evaluate only those Applications that are received as per the manner specified under Sub-Clause 3.6 [Document Comprising the Application] and Sub-Clause 3.7 [Submission of Application] in the required formats and complete in all respects. Incomplete Application or Application where the Hard Copies of the documents required as specified in Sub-Clause 3.7.2 are not submitted, shall be liable to rejection.

4.1.3 For the Responsive Applications, Exim Bank will scrutinize and evaluate the Applications on pass/fail basis. The Responsive Applications meeting the terms and conditions stipulated in the Application Document and meeting the requirements under Section – 2 [Eligibility Criteria and Requirements], shall be declared as “**Prequalified Applicant**”.

4.1.4 To facilitate evaluation of Applications, Exim Bank may, at its sole discretion, but without any obligation to do so, seek clarifications in writing from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by Exim Bank for this purpose (or, if not specified, 5 days from receiving such a request). Any request for clarification(s) and all clarification(s) in response thereto shall be in writing or in electronic mode, and no change in substance of the Application shall be sought, offered, or permitted. Any clarification submitted by an Applicant regarding its Application that is not in response to a request by Exim Bank shall not be considered.

4.1.5 Exim Bank may, at its sole discretion, but without any obligation to do so, seek shortfall information / documents only, either physically or electronically after the Application Opening, only for historical documents which pre-existed at the time of Application Opening, and which have not undergone change since then and do not grant any undue advantage to the Applicant.

4.1.6 If an Applicant does not provide clarifications sought under Sub-Clause 4.1.4 or 4.1.5 above within the prescribed time, its Application is liable to be rejected. In case the Application is not rejected, Exim Bank may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Exim Bank.

4.1.7 Exim Bank may, at its sole discretion, waive any minor issues such as missing pages/ attachment or illegibility in a submitted document, provided that they do not constitute any material deviation. Such 'minor' issues may be conveyed to the Applicant, with a request to the Applicant to confirm and rectify the issue. The following definitions shall apply with respect to evaluation of Applications:

- (a) "**Deviation**" is a departure from the requirements specified in the Application Document;
- (b) "**Reservation**" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Application Document; and
- (c) "**Omission**" is the failure to submit part or all of the information or documentation required in the Application Document.

A 'minor' deviation/ reservation/ omission issue may be, in the sole opinion of Exim Bank, if accepted, would not affect in any substantial way the scope, quality, or performance of the works/services, or limit in any substantial way, the rights of Exim Bank / Authority or the obligation of the Applicant during Contract execution.

Provided that if any deviation is waived for an Applicant, Exim Bank shall waive such deviation for other Applicants.

#### **4.2 Tests of Responsiveness**

4.2.1 As a first step towards evaluation of Applications, Exim Bank shall determine whether each Application is responsive to the requirements of this Application Document. An Application shall be considered responsive only if, subject to Clause 4.1.7 above:

- (a) It is received in the manner specified in Clause 3.7 [Submission of Application];
- (b) It is received by the Application Due Date including any extension thereof;
- (c) It is signed and submitted in accordance with Clause 3.6 [Documents comprising the Application];
- (d) Documents listed at Sub-Clause 3.7.2 are received physically at the address as specified in Clause 1.6 [Correspondence with the Bank];
- (e) It is accompanied by the evidence of payment of the Processing Fee in accordance with Sub-Clause 1.2.5
- (f) It contains all the information and documents (complete in all respects) and in formats as requested in this Application Document;
- (g) It contains certificates from its auditors in the formats specified in this Application Document; ands

(h) It does not contain any condition or qualification, unless explicitly sought by Exim Bank in accordance with this Application Document.

4.2.2 Exim Bank shall reject any Application which is non-responsive and no request for alteration, modification, substitution or qal shall be entertained by Exim Bank in respect of such Application after the Application Due Date. Exim Bank may, at its sole discretion, accept minor deviation/ reservation/ omission while establishing responsiveness of the Application in accordance with Sub-Clause 4.1.7.

### 4.3 Evaluation of Application

4.3.1 For the Responsive Applications, the qualification of the Applicants shall be evaluated as per the requirements stipulated under Section – 2 [Eligibility Criteria and Requirements] and other terms and conditions of eligibility as specified in this Application Document and no other methods, criteria, or requirements shall be used. Exim Bank reserves the right to waive minor deviations from the prequalification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the contract.

4.3.2 The qualification and experience of sub-consultant(s), if any, submitted by the Applicant will not be considered for evaluation of the Application.

4.3.3 The evaluation of the Applicants qualification shall be on pass/fail basis.

4.3.4 For evaluation of General Experience and Specific Experience criteria in accordance with Clause 2.11 [General Experience] and Clause 2.12 [Specific Experience] respectively, the following shall apply:

- a. Only the qualifications of the Applicant, in the capacity as prime consultant / member of JV, to the project employer, shall be considered. In particular, the qualifications of parent or subsidiary or any other affiliated company of the Applicant, who is not member of the JV, unless otherwise permitted in this Application Document, shall not be considered.
- b. The qualification and experience of the Applicant for execution of contracts in-house or for a parent / promoter / subsidiary / group concerns or for Special Purpose Vehicles (SPVs), set up by the Applicant or its group companies, shall not be considered. However, the experience of the SPV can be considered in favour of the Applicant provided it is established through documentary evidence that the SPV was established by the Applicant pursuant to a concession granted/ requirement stipulated by a Project Authority who is unrelated to both the Applicant and the SPV and the Letter of Acceptance of bid/ Letter of Award was issued by the Project Authority in favour of the Applicant or a JV comprising the Applicant. Further, the FAC issued by the Project Authority should indicate that the Applicant has executed the contract.
- c. In case of an Applicant being a public sector undertaking with majority shareholding by the government, experience of execution of contracts for government organizations/

enterprises/ JVs shall be considered provided that such organizations/ enterprises are not under the same administrative ministry/ department through which the government holds majority shareholding in the Applicant, unless such contracts were awarded to the Applicant through an open competitive process.

- 4.4 Prequalification of Applicants** All Applicants, whose Application is responsive and substantially meets or exceeds the specified eligibility criteria under this Application Document, shall be declared as Prequalified.
- 4.5 Notification of Prequalification**
- 4.5.1 Exim Bank shall notify the result of the prequalification process through a letter to the Prequalified Applicants and to the Applicants not meeting the prequalification criteria (the “**Disqualified Applicants**”).
- 4.5.2 Applicants that have not been prequalified may write to Exim Bank no later than 7 calendar days after the date of intimation by Exim Bank, of the result of prequalification, to request clarifications regarding the grounds on which they were not prequalified.
- 4.5.3 Exim Bank shall also be publicly disclosing the result of prequalification process by way of publishing the result on its website or through any other means at the discretion of Exim Bank.
- 4.6 Subsequent Invitation for Bids** Exim Bank shall forward the list of Prequalified Applicants to the Borrower / Authority for subsequent invitation of bids.
- 4.7 Verification and Disqualification** Exim Bank reserves the right to verify all statements, information and documents submitted by the Applicant in response to this Application Document, including cross checking of the completion certificates/testimonials with the Project Authorities issuing such certificates. The Applicant shall, when so required by Exim Bank, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by Exim Bank shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of Exim Bank thereunder.
- 4.8 Rejection of Application**
- 4.8.1 Exim Bank reserves the right to reject any Application if it is discovered that the Applicant has made misleading or false representations in the forms, statements, affidavits, and attachments submitted as a part of the Application. If the Applicant is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture shall be disqualified/rejected.
- 4.8.2 Notwithstanding anything contained in this Application Document, Exim Bank reserves the right to reject any or all Applications and/or to annul the Prequalification Process, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason thereof.

**SECTION-5 OTHER CONDITIONS**

- 5.1 Exim Bank, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the PQ Process and/ or amend and/ or supplement the PQ Process or modify the dates or other terms and conditions relating thereto;
  - b. select or not to select any Applicant and/ or to consult in writing with any Applicant in order to receive clarification or further information;
  - c. retain any information and/ or evidence submitted to Exim Bank by, on behalf of, and/ or in relation to any Applicant;
  - d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 5.2 It shall be deemed that by submitting the Application, the Applicant agrees and releases Exim Bank, its employees, and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the Bidding Document, pursuant hereto, and/ or in connection with the Prequalification Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.3 Applicant as a single entity or JV will need to comply with the provisions of the Memorandum of Instructions on Project Exports and Service Exports of the Reserve Bank of India and shall submit the Post Award Approval (if applicable), issued by the authorized dealer of the Applicant. It is clarified that obtaining necessary approvals pertaining to the "Foreign Exchange Management Act" (FEMA) from the Reserve Bank of India / Authorised Banks, shall be the sole responsibility of the Applicant.
- 5.4 The Applicant, shall observe highest standards of ethics and integrity in regard to corrupt and fraudulent/prohibited practices as set forth under the IDEAS Guidelines and Laws of India and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Prequalification Process / Bidding Process or the execution of resultant contracts.
- 5.5 The Applicant shall not, by themselves or by a third party, offer, ask or accept for itself or for a third party, financial, including agency commission or non-financial advantage or even direct or indirect

promise or any other acts, as offsets for Prequalification or contract award and execution as applicable, if susceptible of being qualified as criminal unlawful acts in accordance with national laws of any party involved.

5.6 Without prejudice to the rights of Exim Bank, if in accordance with administrative procedures of Government of India or Exim Bank, it is determined that an Applicant in the process of submission of this Application or in case of award, during the contract performance has directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, undesirable practice, restrictive practice, or obstructive practice, Exim Bank shall reject the Application, recommend rejection of Bid or proposal to award the contract or the subsequent contract performance and declare the Applicant ineligible to be awarded future contract as per the Debarment Policy of Exim Bank. Such Applicant shall not be eligible to participate in any Prequalification issued by Exim Bank or any other project being funded by Exim Bank for the period of debarment.

5.7 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the PQ Process / Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority/ Exim Bank who is or has been associated in any manner, directly or indirectly, with the PQ Process / Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Paragraph 2.2.1(d), engaging in any manner whatsoever, whether during the PQ Process / Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority/ Exim Bank in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the PQ Process / Bidding Process;
- c) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more Applicants, that may impair the transparency, fairness and the

progress of the procurement process or to establish Bid Prices at artificial, non-competitive levels;

- d) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the PQ Process / Bidding Process;
- e) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority/ Exim Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- f) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the PQ Process / Bidding Process; and
- g) “**Obstructive practice**” means any practice which materially impede the Authority’s / Exim Bank’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority’s rights of audit or access to information.

- 5.8 In further pursuance of this policy, the Applicant shall permit and shall cause its agents (whether declared or not), Sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit Exim Bank / Government of India to inspect all accounts, records and other documents relating to any prequalification process, Bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Exim Bank.

## PART-III: APPENDIX TO INSTRUCTIONS TO APPLICANTS

## 6.1 Appendix to Instructions to Applicants

Following Clauses, wherever appearing in the ITA, shall be taken to be negated or additional provisions to be added to, or existing provisions to be altered. Wherever there is any conflict between the provisions in the ITA and that in the AITA, the provisions contained in the AITA shall prevail.

## Section-1: Introduction

Condition	Clause	Particulars														
Borrower	1.1.2	<i>Government of Guinea</i>														
Authority	1.1.2	<i>Ministry of Energy and Hydraulics, Guinea</i>														
Project	1.1.2	<p><i>Two Solar Projects (i) Supply of Electricity and Drinking Water for 7 Universities and ii) Electrification and Refrigeration in 200 Health Infrastructures in the Republic of Guinea.</i></p> <p><i>Lot I : Consultant for Preparation of Detailed Project Report (DPR) and Tendering Services (TS)</i></p> <p><i>Lot II: Project Management Consultant (PMC)</i></p>														
Estimated Cost of Contract	1.1.3	<p><i>Lot I : USD 202,200</i></p> <p><i>Lot II: USD 612,500</i></p>														
Estimated Duration of Contract	1.1.3	<p><i>Lot I : a) 6 months for DPR preparation b) 6 months for tendering process of the EPC contractor, scope of work will commence after approval of DPR by GOI.</i></p> <p><i>Lot II : Project Management Consultants' (PMC) scope of work will commence from the effective date of the EPC contract.</i></p> <p><i>Project execution period - twenty-four (24) months</i></p> <p><i>Defects Liability period - twelve (12) months</i></p>														
Processing Fees	1.2.5	<p>An upfront and non-refundable Processing Fee of INR 25,000 (Indian Rupees Twenty Five Thousand Only) plus applicable GST (presently 18%) is payable through NEFT transfer as per details given below by each applicant:</p> <table border="1"> <tr> <td>Applicant's Name</td> <td>&lt;Applicant's Name&gt;</td> </tr> <tr> <td>Name of Beneficiary</td> <td>Export-Import Bank of India</td> </tr> <tr> <td>Beneficiary's Bank Name</td> <td>Export-Import Bank of India</td> </tr> <tr> <td>Account No.</td> <td>HO00INR11011004</td> </tr> <tr> <td>IFSC Code</td> <td>EIBI0HO0001</td> </tr> <tr> <td>GST Number</td> <td>27AAACE2769D1ZS</td> </tr> <tr> <td>Narration to be</td> <td>GOILOC-324</td> </tr> </table>	Applicant's Name	<Applicant's Name>	Name of Beneficiary	Export-Import Bank of India	Beneficiary's Bank Name	Export-Import Bank of India	Account No.	HO00INR11011004	IFSC Code	EIBI0HO0001	GST Number	27AAACE2769D1ZS	Narration to be	GOILOC-324
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GST Number	27AAACE2769D1ZS															
Narration to be	GOILOC-324															

		inserted for NEFT
Pre-PQ Meeting	1.2.6 (a)	Pre-PQ meeting shall be conducted through both Online and Physical Mode.  Date, time and place for the Pre-PQ meeting in the physical mode and link for joining the Pre-PQ meeting in online mode shall be communicated to the participants confirming the intent to participate in the Pre-PQ Meeting in accordance with this Clause 1.2.6(a).

Schedule of Prequalification Process	1.3.1	Exim Bank shall adhere to the schedule of Prequalification Process as specified under:
Sr. No.	Event Description	Date
1	Pre-PQ meeting	<i>November 14, 2024</i>
2	Last date for receiving queries	<i>November 13, 2024</i>
3	Application Due Date and Time	<i>December 02, 2024; 15 00 hrs</i>
4	Physical Submission of Documents	<i>December 03, 2024, 15 00 hrs</i>
5	Opening of Applications [Date and Time]	<i>December 02, 2024, 15 30 hrs</i>

<b>Exchange Rate for Conversion between USD and INR</b>	1.4.1.i	Applicants shall use the following rates for conversion between USD and INR:																																	
		<table border="1"> <thead> <tr> <th>As of</th> <th>USD 1 = INR</th> <th>1 INR=USD</th> </tr> </thead> <tbody> <tr> <td>31-Mar-15</td> <td>62.5908</td> <td>0.0160</td> </tr> <tr> <td>31-Mar-16</td> <td>66.3329</td> <td>0.0151</td> </tr> <tr> <td>31-Mar-17</td> <td>64.8386</td> <td>0.0154</td> </tr> <tr> <td>31-Mar-18</td> <td>65.0441</td> <td>0.0154</td> </tr> <tr> <td>31-Mar-19</td> <td>69.1713</td> <td>0.0145</td> </tr> <tr> <td>31-Mar-20</td> <td>75.6650</td> <td>0.0132</td> </tr> <tr> <td>31-Mar-21</td> <td>73.5047</td> <td>0.0136</td> </tr> <tr> <td>31-Mar-22</td> <td>75.8071</td> <td>0.0132</td> </tr> <tr> <td>31-Mar-23</td> <td>82.2169</td> <td>0.0122</td> </tr> <tr> <td>31-Mar-24</td> <td>83.3739</td> <td>0.0120</td> </tr> </tbody> </table>	As of	USD 1 = INR	1 INR=USD	31-Mar-15	62.5908	0.0160	31-Mar-16	66.3329	0.0151	31-Mar-17	64.8386	0.0154	31-Mar-18	65.0441	0.0154	31-Mar-19	69.1713	0.0145	31-Mar-20	75.6650	0.0132	31-Mar-21	73.5047	0.0136	31-Mar-22	75.8071	0.0132	31-Mar-23	82.2169	0.0122	31-Mar-24	83.3739	0.0120
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<b>Correspondence with Exim Bank</b>	1.6	<p>Details of Exim Bank for the Communication, Clarifications, Pre-PQ Meeting, Application Due Date and Application Opening:</p> <p><i>Mr. Harish Kumar</i>  <i>Assistant General Manager</i>  Export-Import Bank of India  7<sup>th</sup> Floor, Adjacent Ring Road  Kidwai Nagar [East]  New Delhi – 110023</p>																																	

		Email: <a href="mailto:infragroup@eximbankindia.in">infragroup@eximbankindia.in</a>	
<b>Section-2: Prequalification Criteria and Requirements</b>			
<b>Condition</b>	<b>Clause</b>	<b>Particulars</b>	
Period for Past Contract Non-performance	2.6.1	Since November 01, 2019	
Financial Year	2.7.1	FY 2023-24	
Period for Contract Litigation History	2.8.1	Since November 01, 2019	
Financial Years	2.9.1	FY 2021-22 to 2023-24	
Annual Consultancy Revenue	2.9.1 (c)	<b>Lot - I</b>	<b>Lot - II</b>
		USD 0.40 mn	USD 0.30 mn
		If an applicant is applying for both Lots, in that case, to qualify for both the lots, the Applicant shall meet aggregated requirement i.e. <b>USD 0.70 mn.</b>	
Sector for General Experience	2.10.1	<p><b>Lot I: Experience of DPR preparation in Solar Power Projects viz., roof top solar plants/ ground mounted solar plants/floating solar plants.</b></p> <p><b>Lot II: Experience of Project Management Consultancy in Solar Power Projects viz., roof top solar plants/ ground mounted solar plants/floating solar plants.</b></p> <p>The pre-qualification of the consultants shall be done lot wise. In order to qualify for both the lots, Applicant shall meet the General experience for each lot separately.</p>	
Period for General Experience	2.10.1	Starting from <i>November 2019</i> and up to Application Due Date	
Period for Specific Experience	2.11.1	Starting from <i>November 2019</i> and up to Application Due Date	
Specific Experience	2.11.1 (a)	<b>Lot I</b>	
		At least the number of contracts (by value or cumulative capacity) of similar consultancy contracts for preparation of Detailed Project Report in solar power project as mentioned below,	
		<b>No. of Contracts</b>	<b>Value of each project<sup>2</sup> (In USD Million)</b>
			<b>Cumulative Capacity of solar systems (MW) in each contract</b>
		Option I	3
			8.09
			OR
			0.68

<sup>2</sup> For conversion of currency to USD, refer to Clause 1.4 [Reporting Currency]

		<table border="1"> <thead> <tr> <th colspan="3">OR</th> </tr> </thead> <tbody> <tr> <td>Option II</td> <td>2</td> <td>10.11</td> </tr> <tr> <th colspan="3">OR</th> </tr> <tr> <td>Option III</td> <td>1</td> <td>16.18</td> </tr> </tbody> </table>	OR			Option II	2	10.11	OR			Option III	1	16.18		<table border="1"> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td>0.84</td> </tr> <tr> <th colspan="5">OR</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>1.35</td> </tr> </tbody> </table>					0.84	OR									1.35			
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<b>Any other requirement under Specific Experience</b>	2.11.1 (b)	Similar Consultancy services shall mean providing consultancy services for Projects involving, Design, Supply, Erection, Testing and Commissioning of standalone solar PV based																																

<sup>3</sup> For conversion of currency to USD, refer to Clause 1.4 [Reporting Currency]

		systems, with minimum Solar Power capacity of 1000Wp or more for each unit.
<b>Quality Assurance</b>	2.12	ISO Accreditation/Certified Quality Management System
<b>Skilled Human Resource</b>	2.13	Applicant must demonstrate that it can deploy personnel for the key positions that meet the following requirements:

**Lot – I: Manpower requirement for preparation of DPR:**

<b>Proposed position</b>	<b>Minimum Desirable Qualification</b>	<b>Minimum Relevant Experience (in years)</b>	<b>Total Experience Post-Qualification (in years)</b>	<b>Number of Positions Required</b>
Team Leader (Project Manager)	Master's Degree in any of the following: <ul style="list-style-type: none"> <li>• Engineering Project Management</li> <li>• Electrical Engineering, Power,</li> <li>• Renewable Energy Systems</li> </ul>	5	10	1
Solar Energy Engineer	Bachelor's Degree in specialised Engineering or Solar Energy or equivalent	5	8	1
Hydraulic Engineer	Bachelor's Degree in Mechanical Engineering or Hydraulic Engineering	5	8	1
Electrical Engineer	Master's Degree in Electrical Engineering or equivalent	5	8	1
Civil Engineer	Bachelor's Degree in Civil Engineering or equivalent	5	8	1
Environmental Engineer	Bachelor's Degree in Environmental Engineering or equivalent	5	8	1

**Lot – II : Manpower requirement for PMC services :**

Proposed position	Minimum Desirable Qualification	Minimum Relevant Experience (in years)	Total Experience Post-Qualification (in years)	Number of Positions Required
Project Manager	Master's Degree in any of the following: <ul style="list-style-type: none"> <li>• Engineering,</li> <li>• Electrical Engineering,</li> <li>• Renewable Energy Systems</li> </ul> Plus Project Management qualification	5	10	1
Mechanical Engineer	Bachelor's Degree in Mechanical Engineering	5	8	1
Electrical Engineer	Bachelor's Degree in Electrical Engineering	5	8	1
Structural Engineer	Bachelor's Degree in Structural Engineering or equivalent	5	8	1
Power Generation Expert	Masters' Degree in Electrical Engineering or Renewable Energy Systems Development or equivalent	5	8	1
Environmental Specialist	Degree in Environmental Engineering or equivalent	5	8	1
Social specialist	Degree is Social related field such as Social Science, etc.	5	8	1
Renewable Energy Specialist	Bachelor's Degree in Renewable Energy Engineering or equivalent	5	8	2

Automation Engineer/Site Agent	Bachelor's Degree Electrical Automation Engineering or equivalent	5	8	1
Hydraulic Engineer	Bachelor's Degree in Hydraulic Engineering or Mechanical Engineering or equivalent	5	8	1

*Note: The above lists of manpower requirement are indicative lists. The complete lists would be made available at Proposal stage.*

- In case of JV, the requirement shall be met on a combined basis

<b>Additional Requirements</b>	2.17	<p><b>This common Application Document for Pre-qualification is applicable for both the lots. The Applicant may apply through a single Application for any lot, or both the lots, clearly indicating the lot/lot(s) applied for in the Application Submission Form.</b></p> <p>The pre-qualification of the consultants shall be done lot wise. In order to qualify for both the lots, Applicant shall meet the Experience criteria: General and Specific experience in 2.10. and 2.11 for each lot separately.</p>
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**PART-IV: APPLICATION FORMS AND APPENDICES**

## APPLICATION SUBMISSION FORM

Date: [*insert day, month, and year*]

PQ No.: [*insert PQ number\*\**]

PQ Title: [*Insert PQ Title\*\**]

To,

[*Name and Address of Exim Bank*]

Dear Sir,

Sub: Application for [*Name of the Project\*\**]

1. With reference to your Application Document dated \_\_<sup>4s</sup>, including Addendum No(s).\_\_\_\_<sup>5</sup>, we (**Name of the Applicant, or Name of JV members as applicable**), having examined the Application Document and understood its contents, hereby submit our Application for the aforesaid Project. The Application is unconditional and unqualified.
2. I/We acknowledge that Exim Bank will be relying on the information provided in the Application and the documents accompanying the Application for prequalification of the Consultant for the aforesaid Project, and we certify that all information provided in the Application and in Forms, are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of prequalification as an Applicant for the captioned Project and Bidding for the Project thereof.
4. I/We confirm that I/we meet all the criteria specified in the Application Document and agree and undertake to abide by all the terms and conditions of the Application Document.
5. I/we confirm that I/we/are an Indian entity, as prescribed in the manner provided in the Application Document.
6. I/We shall make available to Exim Bank any additional information it may find necessary or require to supplement or authenticate the Application.
7. I/We acknowledge the right of the Exim Bank to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

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<sup>4s</sup> All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

<sup>5</sup> *insert the number and issuing date of each addendum or "nil" if no addendum is issued*

8. I/We understand that the Exim Bank may cancel the Prequalification Process at any time and that the Exim Bank is neither bound to accept any Application that Exim Bank may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
9. I/We agree and understand that the Application is subject to the provisions of the Application Document. In no case, we shall have any claim or right of whatsoever nature if we are not prequalified for the Project or our Application is not opened or rejected in accordance with the terms and conditions of the Application Document.
10. I/we confirm that I/we do not have our beneficial owners in a country which restricts participation of bidders from India in its own tendering.
11. I/We declare that:
  - a) I/We have examined and have no reservations to the Application Document, including any Addendum issued by the Exim Bank;
  - b) I/We do not have any Conflict of Interest in accordance with provisions of the Application Document;
  - c) I/We confirm that I/we am/are not under default on any loan to any bank/ financial institution (FI) and our account has not been classified as Non-Performing Asset (NPA). I/We further confirm that none of our promoters/directors (excluding nominee directors and independent directors) are appearing in Credit Information Bureau India Ltd. (CIBIL) Defaulter List;
  - d) I/we confirm that us or any of our member(s) or promoters / directors (excluding nominee directors and independent directors) have not been reported as fraud under the present promoter / directors by any Bank / Financial Institution in India;
  - e) I/We confirm that we have not been debarred by Exim Bank, in accordance with Exim Bank's Debarment Policy;
  - f) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Application Document, no person acting for us or on our behalf has engaged or will engage in any corrupt, fraudulent, anti-competitive, coercive, undesirable, restrictive or obstructive practices;
  - g) I/We declare that I/we have the necessary equipment and personnel / have the ability to source the necessary equipment and personnel to undertake the Project in the manner provided herein and within the timelines as may be stipulated;
  - h) I/We confirm that there have not been any records of poor performance during the last five years by us, as on the date of submission of the Application, for projects in which we are acting as the 'Consultant', including but not limited to abandoning the work, services, rescission of the contract for reasons which are attributable to our non-performance, inordinate delays in completion, consistent history of litigation resulting in awards against us or any of the constituents, or financial failure due to insolvency and/or bankruptcy as evidenced by but not limited to imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the us or any of the constituents; and

- i) I/We confirm that I/we have no record of rescission of contract as a part of a joint venture.

12. Integrity Obligations:

- a) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practices, fraudulent practices, anti-competitive practices, coercive practices, undesirable practices, restrictive practices or obstructive practices, as defined in the Application Document, in respect of any tender or request for proposal issued by or any agreement entered into with Exim Bank;
- b) I/ We commit to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the Prequalification or Bidding Process.
- c) I/We have not, during the Prequalification Process, given, offered or promised to give, directly or indirectly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of Exim Bank, and/or any other intermediary involved in the Prequalification Process connected directly or indirectly with the Prequalification Process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Project.
- d) I/ We will not collude with other parties interested in the Project to impair the transparency, fairness and progress of the Prequalification Process, Bidding Process, Bid evaluation, contracting and implementation of the Project.
- e) I/ We will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

13. I/We declare that we/ any Member of the Joint Venture, or our/ its Associates are not a member of a/any other Joint Venture submitting an Application for the Project.

14. I/We certify that in regard to matters other than security and integrity of the India, we/ any Member of the Joint Venture or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Joint Venture or any of our/ their Associates have not been facing any investigation or charge-sheeted by any agency of the Government or convicted by a court of law.

15. I/We further certify that we have not made any misleading or false representations in the forms, statements, affidavits and attachments submitted as a part of the Application.

16. I/We further certify that we have not been (a) blacklisted/ debarred/ sanctioned/ suspended from bidding by any Multilateral Development Banks such as World Bank, Asian Development Bank, (b) blacklisted, debarred or suspended from

bidding by any Ministry/Authority of GOI or of the Ministry/Authority of the Government in Authority's Country or the Authority's Country, in accordance with extant rules and procedures, or (c) convicted for an offense under (i) India's Prevention of Corruption Act, 1988, or (ii) the Bharatiya Nyaya Sanhita, 2023 or (iii) any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract or (iv) for a criminal action including but not limited to cheating/fraud.

17. I/We further certify that I/we or any member have/has not been admitted by the National Company Law Tribunal (NCLT) for initiating corporate insolvency resolution process under the Indian Bankruptcy Code (IBC).
18. I/We undertake that in case due to any change in facts or circumstances during the Prequalification Process and/or Bidding Process and/or contract execution, we are attracted by the provisions of disqualification in terms of the provisions of the Application Document, we shall intimate Exim Bank of the same immediately.
19. I/We hereby confirm that I/we do not have a close business relationship or family relationship or in its employment any near relations (defined as first blood relations, and their spouses, of the Applicant or the Applicant's spouse) in our employment any near relations of persons involved in decision making in the Project at the Authority / Exim Bank.
20. I/ we confirm that no legal, financial or technical adviser of the Authority / Exim Bank in relation to the Project is engaged by us.
21. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Exim Bank in connection with the Prequalification of the Applicant, or in connection with the Prequalification Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
22. I/We agree to the provisions of the Public Procurement Orders No.4 dated February 23, 2023, issued by the Procurement Policy Division of the Department of Expenditure, Ministry of Finance, Government of India, and undertake to abide by the provisions of this Order. I/We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and countries that restrict the participation of Bidders / Applicants from India; I/We hereby certify that I/we fulfil all requirements in this regard and is eligible to be considered. We agree to submit/ ensure that our Sub-consultant(s) shall submit, at Exim Bank's request, evidence of the origin of materials, equipment and services.
23. I/We agree to adhere to the provisions of IDEAS Guidelines, inter alia, the requirement of meeting minimum percent (%) Indian Content as defined under the Agreement.
24. We recognise and accept that Exim Bank is only financing the projects of the Project Authority subject to its own conditions which are set out in the funding

agreement it may/ entered into with the Project Authority / Borrower. As a matter of consequence, no legal relationship exists between Exim Bank and our company, our Joint Venture or our Sub-consultants. The Project Authority retains exclusive responsibility for the preparation and implementation of the Bidding Process and the performance of the Agreement.

25.I/We confirm that the contents of this form have not been altered / modified unless explicitly required to be altered / modified at places provided by the Exim Bank. The contents including the consents / agreements and declarations provided in this Form are as per the Form provided by the Exim Bank in the Application Document.

In witness thereof, we submit this Application under and in accordance with the terms of the PQ Document.

Signature

Name And Designation of the Authorized Signatory

Name and Seal of the Applicant / Lead Member

Name of the Applicant [*In the case of the Application submitted by joint venture specify the name of the Joint Venture as Applicant*]

Signature [*insert signature(s) of an authorized representative(s) of the Applicant; Person signing the Application shall have the power of attorney given by the Applicant to be attached with the Application*]

Name [*insert full name of person(s) signing the Application*]

In the capacity of [*insert capacity of person(s) signing the Application*]

Address [*insert street number/town or city/country address*]

Dated on [*insert day number*] day of [*insert month*], [*insert year*]

[For a joint venture, all members shall sign. Failure to comply with this requirement may result in rejection of Application]

**FORM-I: APPLICANT INFORMATION FORM***[to be filled by Applicant if being a Single Entity or as Lead Member of JV]*Date: *[insert day, month, year]*  
PQ No. and Title: *[insert PQ number and title]*

Applicant's name: <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's country* of registration: <i>[indicate country of Constitution]</i>
Applicant's actual year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [registered in India]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information: Name: <i>[insert full name]</i> Designation: <i>[insert designation]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Has the Applicant/ constituent of the JV been barred by the Central Government, or any entity controlled by it, from participating in any project: [Yes/No] If yes, does the bar subsist as on the date of Application: [Yes/No]

In case of a JV, Information regarding the role of each Member should be provided as per table below:

Sr. No.	Name of Member	Percentage of share in the JV
1.		
2.		

**Supporting certificates / documents**, for Applicant or for each member of JV in case of a JV Applicant, to be submitted as below:

- a. Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed or any other equivalent document for entities other than body corporate/ partnership
- b. Certificate of Incorporation (or equivalent documents of constitution or association), and/or documents of registration
- c. PAN and GST Registration Details
- d. Organizational chart
- e. List of Board of Directors with their complete designation in case of nominee directors
- f. The beneficial ownership with respective shareholding and nationality of shareholders
- g. A copy (self-attested on all pages) of Power of Attorney in favour of the person who has been authorised, through an appropriate Company Board Resolution or equivalent document, to sign on behalf of the Applicant
  - i. Where Applicant is a single entity, the Power of Attorney as per format at **Appendix-I**;
  - ii. Where Applicant is a JV, the Power of Attorney by each member of JV as per the format at **Appendix-II**;
  - iii. A copy of relevant Company Board Resolution referred to item g) above.
  - iv. Letter of intent as per format at **Appendix-III** to form JV, in case of JV.

**FORM-I(A): Details of JV Members**

*[The following form is in addition to Form I (in case the Applicant is a JV), and shall be completed separately to provide information relating to each JV member]*

Applicant's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 PQ No. and Title: *[insert PQ number and title]*  
 Information pertaining to: *[Insert name of JV Member/s]*

Applicant name: <i>[insert full name of the JV]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country* of registration: <i>[indicate country of registration]</i>
Applicant JV Member's date of constitution: <i>[indicate date of constitution in dd/mmm/yyyy]</i>
Applicant JV Member's legal address registered in India: <i>[insert street/ number/ town or city/ country]</i>
Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Has the Applicant/ constituent of the JV been barred by the Central/ State Government, or any entity controlled by it, from participating in any project: [Yes/No] If yes, does the bar subsist as on the date of Application: [Yes/No]

**FORM-II: CONTRACT NON-PERFORMANCE**

*[Each of the following tables shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

PQ No. and title: *[insert PQ number and title]*

Information pertaining to: *[Insert name of JV Leader or JV Member/s]*

[Contract Non-performance has occurred / Non-performance of any contract has not occurred since the date preceding five (5) years from the Application Due Date].

If Contract Non-performance has occurred, provide details:

Year	Non-performed portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Reporting Currency Equivalent)
<i>[insert financial year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, date, value and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount in Reporting Currency equivalent and specify exchange rate and date]</i>
	<i>Total:</i>		

Registration No/ Membership No:  
Stamp

(of the independent chartered accountant)

Date:

Place:

UDIN:

## FORM-III: PENDING CONTRACT LITIGATION

**Pending Litigation :** [Yes, Pending Litigation /No Litigation Pending]

If Contract Litigation is Pending, provide details:

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (Reporting Currency Equivalent) (exchange rate)	Amount of specific provision already made, if any
<i>[insert financial year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, date, value and any other identification]  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Employer" or "Consultant"]</i>  Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>	<i>[insert amount in Reporting Currency equivalent and specify exchange rate]</i>
	<i>Total:</i>			<i>Total:</i>

Registration No/ Membership No:

Stamp

(of the independent chartered accountant)

Date:

Place:

UDIN:

**FORM-IV: CONTRACT LITIGATION HISTORY**

Litigation since the date preceding five (5) years from the Application Due Date:  
[Yes, Contract Litigation Awarded/No Litigation History]

If Contract Litigation Awarded, provide details:

<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Reporting Currency) (exchange rate)</b>
<i>[insert financial year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, date, value and any other identification]  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate "Employer" or "Consultant"]</i>  Result of dispute: <i>[Indicate if resolution was treated by the Adjudicator, under Arbitration or dealt with by the Judiciary and whether resolved in favour or against the Applicant]</i>	<i>[insert amount in Reporting Currency equivalent and specify exchange rate and date]</i>
	<i>Total:</i>		

Registration No/ Membership No:  
Stamp

(of the independent chartered accountant)

Date:

Place:

UDIN:

**FORM-V: FINANCIAL STATUS**

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture and shall be certified by the independent chartered accountant. Failure to comply with this requirement may result in rejection of the Application.]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

PQ No. and title: *[insert PQ number and title]*

Information pertaining to: *[Insert name of JV leader or JV member/s]*

**Financial data**

Type of Financial information	Historic information for previous three (3) years, (amount in Reporting Currency)		
	FY [2022]	FY [2023]	FY [2024]
<b>Sources of Fund</b>			
Share Holder's Fund			
Loan Fund			
<b>Application of Fund</b>			
Fixed Assets			
Investments			
Net Current Assets			
(i) Current assets, loans and advances			
Less: (ii) Current liabilities & provisions			
Misc. exp. to the extent not W/Off or adjusted			
Profit and Loss Account			
<b>Net Worth</b>			
Net Worth			
<b>Information from Income Statement</b>			
Income			
Expenditure			
Profit/(Loss) Before Tax (PBT)			
Profit/(Loss) After Tax (PAT)			
<b>Information From Cash Flow Statement</b>			
Cash Flow from Operating Activities			

Cash Flow from Investments			
Cash Flow from Financing Activities			

*\* Refer Clause 1.4 [Reporting Currency] for conversion and source of exchange rate*

Registration No/ Membership No:

Stamp

(of the independent chartered accountant)

Date:

Place:

UDIN:

**Supporting certificates / documents**, for Applicant or for each member of JV in case of a JV Applicant, to be submitted as below:

- a. Copies of duly audited complete annual accounts<sup>6</sup> of the Applicant and of each member (in case of Joint Venture) for preceding 3 years as specified in Sub-Clause 2.9.1 which shall:
  - i. reflect the financial situation of the Applicant or in case of JV for each member, and not of an affiliated entity (such as parent company or group member);
  - ii. be independently audited or certified in accordance with local legislation;
  - iii. be complete, including all notes to the financial statements;
  - iv. correspond to accounting periods already completed and audited.
- b. Audited Annual Reports which shall be duly signed and stamped by Statutory Auditor. Notwithstanding the same, in case the Applicant is an entity where Statutory Auditor is not required to be appointed under applicable law, a certificate from an independent chartered accountant may be provided by such Applicant;

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<sup>6</sup> Provided that in case the annual accounts for the latest Accounting Year are not audited and therefore the Applicant cannot make it available, the Applicant shall provide provisional results for the latest Accounting Year. In such a case, the Applicant shall also provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

**FORM-VI: ANNUAL CONSULTANCY TURNOVER**

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture and shall be certified by the independent chartered accountant. Failure to comply with this requirement may result in rejection of the Application.]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

PQ No. and title: *[insert PQ number and title]*

Information pertaining to: *[Insert name of JV leader or JV member/s]*

Year	Annual Turnover Data						
	Revenue Amount (INR)			Total Turnover (INR)	Consultancy revenue as % of Total Turnover	Exchange rate* (v/s Reporting Currency)	Consultancy revenue in Reporting Currency equivalent
	Contracts in India	Overseas Contracts	Total revenue				
[A]	[B]	C = [A+B]	[D]	C/D*100	[E]	C/E	
_____							
_____							
_____							
_____							
_____							

\* Refer Section 1.4 [Reporting Currency] for source of exchange rate. Exchange rate prevalent on 31<sup>st</sup> March shall be used to calculate turnover for respective financial year.

Registration No/ Membership No:  
(of the independent chartered accountant)

Stamp

Date:

Place:

UDIN:

**FORM-VII: GENERAL EXPERIENCE**

*[The following table shall be filled in for the Applicant and in the case of a JV Applicant, for each Member]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

PQ No. and title: *[insert PQ number and title]*

Information pertaining to: *[Insert name of JV leader or JV member/s]*

*[Identify contracts that demonstrate similar experience in India. List contracts chronologically, according to their commencement (starting) dates and attach Final Acceptance Certificates.]*

<b>Contract Identification</b>	<b>Start Date</b>	<b>Initial Contractual End Date</b>	<b>Actual Completion Date and Reasons for delay, if any</b>	<b>Role of Applicant</b>
Contract name: <i>[insert full name]</i> Brief Description of the consultancy services performed by the Applicant: <i>[describe consultancy services performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and Reporting Currency equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[indicate date as dd/mmm/yyyy]</i>	<i>[indicate date as dd/mmm/yyyy]</i>		<i>[insert "Prime Consultant" or "JV Member"]</i>

*\* Refer Clause 1.4 [Reporting Currency] for date and source of exchange rate.*

**Supporting certificates / documents**, for Applicant or for each member of JV in case of a JV Applicant, to be submitted as below:

- a. Final Acceptance Certificate/ Completion Certificate/ Testimonial Letters issued by the Project Authority for each contract submitted under this Clause, giving, inter alia, details of scope and value of consultancy services performed by the Applicant, contract start and completion dates.
- b. In case the contracts submitted under this Clause are executed by the Applicant as a member of JV, a copy of Agreement between Project Authority and JV and the JV Agreement to substantiate Individual JV member's delineated roles, responsibilities and scope and value of consultancy services.

**FORM-VIII: SPECIFIC EXPERIENCE**

*[The following table shall be filled in for contracts completed by the Applicant, and each member of a Joint Venture, as applicable,]*

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

PQ No. and title: *[insert PQ number and title]*

Information pertaining to: *[Insert name of JV leader or JV member/s]*

Similar Contract No.	<i>[insert number] of [insert number of similar contracts required]</i>		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Contract date	<i>[dd/mmm/yyyy]</i>		
Completion date	<i>Contractual:</i> <i>[dd/mmm/yyyy]</i>	<i>Actual:</i> <i>[dd/mmm/yyyy]</i>	
Role in Contract <i>[check the appropriate box]</i>	<input type="checkbox"/> Prime Consultant "		<input type="checkbox"/> Member in JV"
Total Contract Amount	<i>[insert total contract amount in contract currency]</i>		USD <i>[insert Exchange rate and total contract amount in Reporting Currency equivalent]*</i>
If member in a JV, specify participation in total Contract amount	<i>[insert percentage]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in Reporting Currency equivalent] *</i>
Employer Details	Employer's Name: Address: Telephone, fax number, E-mail:		
Description of the similarity	<i>[Name the Sector/ Sub-sector] [Briefly mention the similarity in terms of sectoral characteristics and technical aspects listed in Sub-Factor D.2]</i>		
<b>For the above contract, mention the following attributes</b>			
1. Capacity/ Physical size of key works items	<i>[insert capacity/ physical size of key work items]</i>		
2. Complexity	<i>[insert description of complexity in accordance with the technical aspects mentioned under Part IV D.2]</i>		
3. Methods/ Technology	<i>[insert specific aspects of the methods/ technology involved in the contract]</i>		
4. Other Characteristics	<i>[insert other characteristics as appropriate]</i>		

*\* Refer Clause 1.4 [Reporting Currency] for date and source of exchange rate.*

**Supporting certificates / documents,** for Applicant or for each member of JV in case of a JV Applicant, to be submitted as below:

- a. Final Acceptance/ Completion Certificate/ Testimonial Letters issued by the Project Authority for each contract submitted under this Clause, giving, inter alia, details of scope and value of consultancy services performed by the Applicant, contract start and completion dates.
- b. In case the contracts submitted under this Clause are executed by the Applicant as a member of JV, a copy of Agreement between Project Authority and JV and the JV Agreement to substantiate Individual JV member's delineated roles, responsibilities and scope and value of consultancy services.

**FORM-IX: CERTIFIED MANAGEMENT SYSTEM**

*[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]*

*Applicant's Name: [insert full name]*

*Date: [insert day, month, year]*

*PQ No. and title: [insert PQ number and title]*

*Information pertaining to: [Insert name of JV leader or JV member/s]*

ISO Accreditation/ Certified Management System	Process/ Discipline Certified/ Inclusions	Certification Start Date	Certification Valid up to	Certifying Organization
<i>[indicate the quality management system accreditation]</i>	<i>[indicate certificate identification number and mention which process or discipline has been certified and inclusions]</i>	<i>[dd/mmm/yyyy]</i>	<i>[dd/mmm/yyyy]</i>	<i>[indicate the name of the certifying organization and contact details]</i>

**Supporting certificates / documents**, for Applicant or for each member of JV in case of a JV Applicant, to be submitted as below:

- a. Self-attested copy of ISO Accreditation / Quality Management System Certificate.

**FORM-X: Skilled Human Resource**

*[Furnish details for key personnel to be deployed for execution of Contract. In case of JVCA, this shall be on a combined basis]*

Applicant's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 PQ No. and title: *[insert PQ number and title]*

We, *[insert Applicant's full name and in case of JVCA, insert names of all members]* hereby undertake, in the event that we are prequalified and invited to submit a bid, to arrange and deploy key staff meeting the experience and qualification requirements, listed under Clause 2.13 [Skilled Human Resource] :

Position	Academic Qualification	Specialization	Total Post-Qualification Experience (In years)	Years of Specific Experience in Proposed Position	Number

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly authorized to sign this Authorization on behalf of:

\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*\* [To be attested by the authorized representative of the Applicant and in case of a JVCA, by the lead member on behalf of the JV members]*

**FORM-XI: ELIGIBILITY UNDER PUBLIC PROCUREMENT ORDERS**

*[The following certificate to be given by the Applicant and in the case of a JV Applicant, by each Member of the JV]*

*Applicant's Name: [insert full name]  
Date: [insert day, month, year]  
PQ No. and title: [insert PQ number and title]*

This is to confirm that *[insert Applicant's full name and in case of JVCA, insert names of all members]* has / have read the Procurement Order No.4 dated February 23, 2023, issued by the Procurement Policy Division of the Department of Expenditure, Ministry of Finance, Government of India regarding restrictions on procurement from a bidder of a country which shares a land border with India, and it is further confirmed that I/We fulfill all requirements in this regard and is eligible to be considered for the prequalification process.

---

*(Signature)*

*[Name of Authorized Signatory]*

*[Title of Authorized Signatory]*

*Date:*

*\* [To be attested by the authorized representative of the Applicant and in case of a JV, by the lead member on behalf of the JV members]*

**Appendix-I : Format for Power of Attorney for signing of Application**  
(Refer Sub-Clause 2.16.3)

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), \_\_\_\_\_ son/daughter/wife of and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application Bid for the [insert name of the Project] proposed or being developed by the [insert name of the Authority] (the “**Authority**”) including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For  
\_\_\_\_\_  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

*Notes:*

- *Applicable stamp duty paid as per applicable law.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**Appendix-II: Format for Authorization for Lead Member of the JV**

Whereas the Exim Bank has invited Applications from interested parties for the prequalification of applicants for [insert name of the Project] (the “**Project**”).

Whereas, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” constituted in accordance with the LOI) being Members of the Joint Venture constituted in accordance with the LOI are interested in applying for prequalification for the Project in accordance with the terms and conditions of the Application Document (Application Document) No. \_\_\_ dated \_\_\_ and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture constituted in accordance with the LOI to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture constituted in accordance with the LOI, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_ and M/s. ...\_\_\_\_\_ having our registered office at....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint \_\_\_\_\_ having its registered office at \_\_\_\_\_, as the Lead Member and true and lawful attorney of the Joint Venture constituted in accordance with the LOI (hereinafter referred to as the “**Authorized Entity**”). We hereby irrevocably authorize the Authorized Entity (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture constituted in accordance with the LOI and any one of us during the Application Process and, for all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Application for the prequalification for the Project, including but not limited to signing and submission of all Applications and other documents and writings, participate in any programs and processes prescribed under the Application Document, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the application of the Joint Venture constituted in accordance with the LOI and generally to represent the Joint

Venture constituted in accordance with the LOI in all its dealings with Exim Bank, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture constituted in accordance with the LOI's application for prequalification for the Project and/ or any other requirements under the Application Document.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ..... 2.....

For \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Signature)

Witnesses:

1.

2.

\_\_\_\_\_  
(Executants)  
(To be executed by all the Members of the Joint Venture)

*Notes:*

- *Applicable stamp duty paid as per applicable law.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and*

*documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicant from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**Appendix-III: Format for Letter of Intent for Joint Venture**  
(To be executed on Stamp paper of appropriate value)

THIS LETTER OF INTENT is entered into on this the \_\_\_\_\_ day of 20\_\_

**AMONGST**

1. {\_\_\_\_\_ incorporated under the \_\_\_\_\_ Act, [year]}<sup>7§</sup> and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**First Part**” or “**Lead Member**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {\_\_\_\_\_ incorporated under the \_\_\_\_\_ Act, [year]}<sup>8§§</sup> and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

- (A) Exim Bank (which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Application**”) by its Prequalification Document No.\_\_\_\_ dated \_\_\_\_\_(the “**Application Document**”) for prequalification of applicants for [mention name of project] (the “**Project**”).
- (B) The Parties are interested in jointly applying for prequalification for the Project and in accordance with the terms and conditions of the Application Document in respect of the Project, and

It is a necessary condition under the PQ Document that the Parties shall provide a Letter of Intent (LOI) summarizing the Parties’ understanding regarding the contemplated formation of a Joint Venture (“JV”) which shall come into existence before the Joint Bidding Agreement during the Bidding Process. A copy of this LOI shall be furnished thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

- 1. **Definitions and Interpretations**

<sup>7§</sup> Please mention name of the Lead Member of the JV/ Joint Venture, whether company, LLP, partnership, etc, stating the relevant Act (with year) under which incorporated.

<sup>8§§</sup> Please mention name of other than Lead Member of the JV/ Joint Venture, whether company, LLP, partnership, etc, stating the relevant Act (with year) under which incorporated.

In this LOI, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Application Document.

## **2. Joint Venture**

2.1 The Parties do hereby agree to irrevocably constitute an unincorporated Joint Venture (the “JV” or “Joint Venture”) for the purposes of jointly participating in the prequalification and thereafter in case of prequalified, the Bidding Process and if awarded, during the contract implementation stage for the Project (the “Process”).

2.2 The Parties hereby undertake to participate in the Process only through this LOI signifying the intention to constitute a Joint Venture and not individually and/ or through any other Joint Venture constituted or proposed to be constituted for this Project, either directly or indirectly or through any of their associates, subsidiaries, affiliates, etc.

## **3. Covenants**

The Parties hereby undertake that in the event their Application is declared as prequalified and is eligible to participate in the Bidding Process to be conducted by the Project Authority of the Project, it shall, if required by the terms of the local laws of Project Authority’s country and the conditions prescribed under the subsequent Bidding Process, incorporate a joint venture / or any other form of corporate entity for entering into an agreement with the Project Authority and for performing all its obligations as the Consultant in terms of the Contract agreement for the Project.

## **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the ‘Lead Member’ of the Joint Venture for the process constituted in accordance with the LOI and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture constituted in accordance with the LOI during the application process;
- b) The Lead Member shall exclusively carry out the overall management and coordination as and when required during the prequalification Process and all other parties shall be liable for the decisions and/or actions of the Lead Member;
- c) In case the Application is declared prequalified; the Lead Member conveys the commitment(s) of a Lead Member in accordance with terms and conditions in the Application Document;
- d) Party of the Second Part shall be \_\_\_\_\_; and {define the role of the Second Party or state “the other member of the Joint Venture”};

{(c) Party of the Third Part shall be \_\_\_\_\_<sup>9s</sup>; and}  
{(d) Party of the Fourth Part shall be \_\_\_\_\_<sup>10s</sup>. and}

## 5. Joint and Several Liability

Notwithstanding the arrangement inter se the Parties, the Parties do hereby undertake to be jointly and severally responsible for all representations and submissions made in the Application during the Application Process undertaken in accordance with the terms of the Application Document for the Project.

## 6. Stake in the Joint Venture constituted in accordance with the LOI

6.1 The Parties agree that the proportion of shareholding / participation interest/ profit share/ economic interest, amongst the Parties shall be as follows:

First Party: [minimum 26%]

Second Party:

{Third Party: \_\_\_\_ }

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital / participation interest / profit share / economic interest/ any such equivalent instrument representing ownership in the Applicant , as applicable, of the JV constituted in accordance with the LOI shall, at all times be held by the Lead Member.

## 7 Representation of the Parties

Each Party represents to the other Parties as of the date of this LOI that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this LOI;
- (b) The execution, delivery and performance by such Party of this LOI has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney/authorizations in favor of the person executing this LOI for the delegation of power and authority to execute this LOI on behalf of the member is annexed to this LOI, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any laws presently in effect and having applicability to it;

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<sup>9s</sup> define the role of the Second Party or state “the other member of the Joint Venture”

<sup>10s</sup> define the role of the Second Party or state “the other member of the Joint Venture”

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this LOI;
- (c) this LOI constitutes a legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8 Termination

This LOI shall be effective from the date hereof and shall continue in full force and effect until a Joint Bidding Agreement is signed by the Members for the Bidding Process. The same is contingent upon the prequalification of the JV constituted in accordance with the LOI under the requirements of the Application Document.

## 9 Miscellaneous

9.2 This LOI shall be governed by laws of India.

9.3 The Parties acknowledge and accept that this LOI shall not be amended by the Parties without the prior written consent of Exim Bank.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS LOI AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)

(Name)  
(Designation)  
(Address)

(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

*Notes:*

1. *Applicable stamp duty paid as per applicable law.*
2. *The mode of the execution of this Letter of Intent should be in accordance with the procedure laid down by law, when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
3. *Each Letter of Intent should attach a copy of the extract of the charter documents and documents such as resolution / Power of Attorney/authorizations in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture member.*
4. *For a Letter of Intent executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

## ENCLOSURE-I Project Information Memorandum

### [i] Supply of Electricity and Drinking Water for 7 Universities in Guinea:

Currently, it is proposed that each Public University will be powered by photovoltaic solar energy with a 200 KWc power and a 500 KW inverter to ensure proper functioning of drilling by the solar pumping system and other conventional devices. The project involves supply and installation of solar equipment which includes solar panels, batteries, inverters, solar kit for water pumping, pipes and accessories, water tank, cables, panel supports, battery holders, etc.

### GEOGRAPHICAL LOCATION OF THE 7 PUBLIC UNIVERSITIES OF GUINEA



No.	DESIGNATION	GPS COORDINATES		DISTANCE FROM CONAKRY
1	Kindia University Center	Lat	9.947086°	135 Km
		Log	-12.946464°	
2	Labé University Center	Lat	11.222732°	420 Km
		Log	-12.388382°	
3	Boké Higher Institute of Mines and Geology	Lat	10.976346°	667 Km
		Log	-14.272200°	
4	Mamou Higher Institute of Technology	Lat	10.378582°	266 Km
		Log	-12.087364°	
5	Higher Agronomic Institute of Faranah (ISAV)	Lat	10.045102°	449 Km
		Log	-10.749247°	
6	Juiris University Yérééré of KANKAN	Lat	10.375069°	665 Km
		Log	-9.301475°	
7	University of N'zerekore	Lat	7.732594°	950 Km

### **[ii] Electrification and Refrigeration in 200 Health Infrastructures in Guinea**

The main objective of this project is to facilitate electricity supply to 200 health infrastructures in rural areas in order to meet the following needs:

- Lighting of all treatment rooms;
- Procurement of 200 solar refrigerators for vaccines storage; and
- Supply of conventional fixtures.

The project involves supply and installation of solar equipment such as solar panels, batteries, refrigerators, inverters, regulators, lamps, cables, etc. The system (lighting and refrigeration) will work with batteries, which are powered by photovoltaic solar panels. The provision for purchase of replacement parts is also included in the framework of the project.

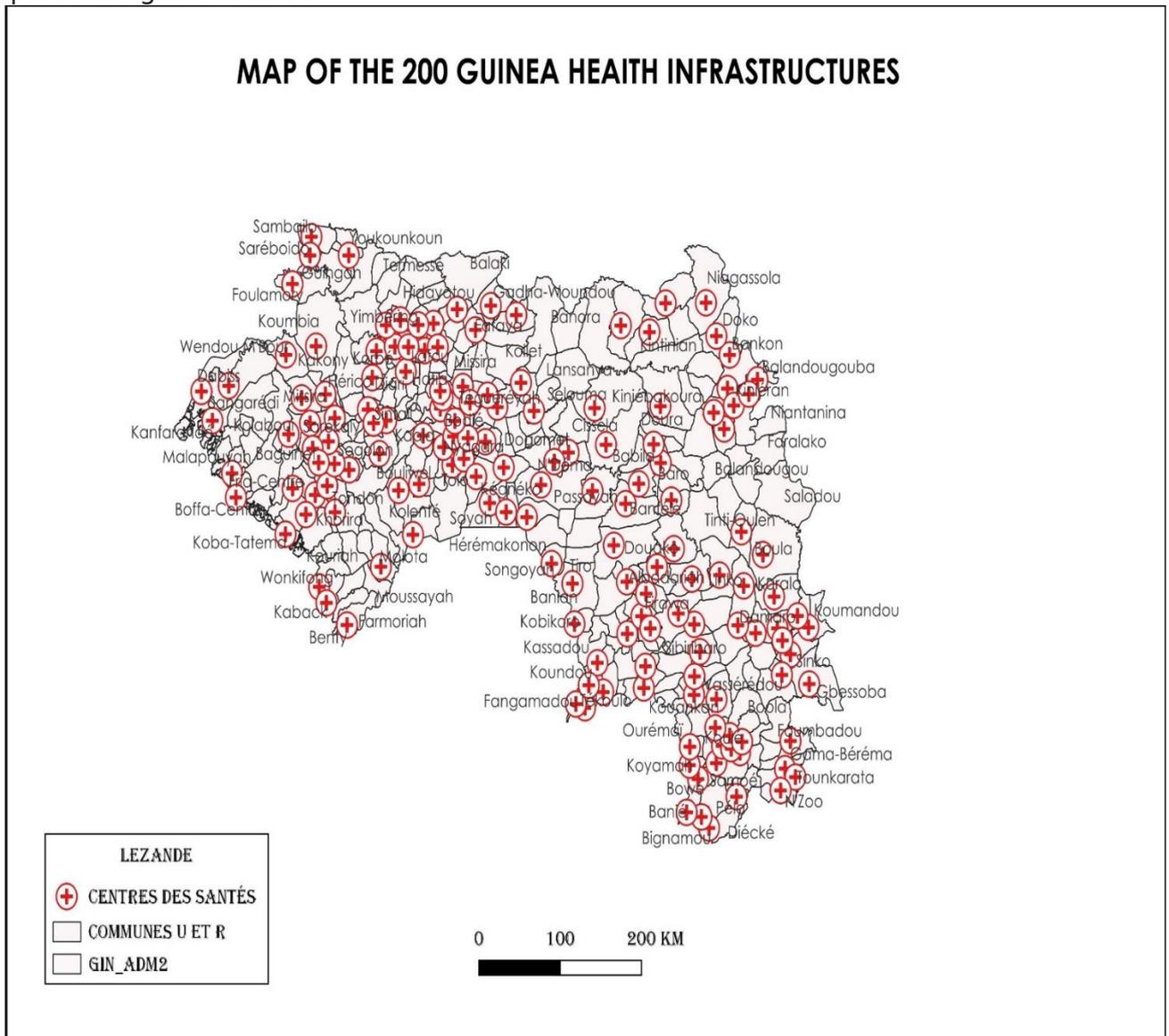
The solar energy infrastructures are to be installed in rural areas far from the traditional areas of the electricity distribution company. These health centers are usually lit by simple candles and the kerosene lamps with a modest lighting, which makes it difficult for the medical body to work effectively during the night. It is noteworthy that many interventions are done at night.

The Project intervention in 200 Health Infrastructures is distributed as follows:

- iv. **100** Health Centers, existing in sub-prefectures and prefectures.
- v. **60** Health posts located only in the districts.
- vi. **40** improved health centers plus part of these infrastructures are established in the prefectures as well as in certain sub-prefectures of the Republic of Guinea.

- Each of the 40 improved health center will get 15 light points, a 250 litres refrigerator, three 90W solar photovoltaic lamps, 8,000 lumens and a 2000W power converter for conventional equipment.
- Each of the 100 health centers will be equipped with 13 light points, a 200 litres refrigerator, two 90W 8000 Lumens photovoltaic solar street lamps and a 1500 W converter for conventional equipment.
- Each of the 60 Health posts will be equipped with 11 light points, a 150 litres refrigerator, a photovoltaic solar collector and a converter with a power of 1000W for conventional equipment, all of which powered by photovoltaic solar panels under an opportunity of the transformation of DC voltage into AC voltage.

Lighting, refrigeration and transformation of DC voltage into AC voltage are proposed to make rural health infrastructures operational and modern. This would help the health centres to function effectively in case of outbreak of any kind of epidemiological disease.



The tentative list of Health Infrastructures where the project intervention is proposed

GEOGRAPHICAL SITUATION OF THE 200 HEALTH INFRASTRUCTURES					
NO.	CONAKRY	Administrative region	Prefecture	Rural community	Number of Structures
		Hospital region	Prefectural hospital	Rural health center	
1	CONAKRY	NZERÉKORE 954 KM	NZEREKORE	CSA Gouecké Center 42 KM from CU	1
				CSR Kobéla Center 42 KM from CU	2
				CSA Koulé center 42 KM from CU (1)	3
				Palé Center 57 KM from CU	4
				Koropara CSR Center 95 KM from CU	5
				Womey CSR Center 52 KM from CU	6
			HP-LOLA (45 KM)	CSR Gama Béréma Center 63 KM from CU	7
				Guéasso CSR Center 65 KM from CU	8
				CSR Tounkarata center 55 KM from CU	9
				N'zoo CSR Center 45 KM from CU	10
			HP YOMOU 75 KM	RSE BIGNAMOU 65 KM from CU	11
				CSR Bhatta Center 32 KM from CU	12
				Bignamou CSR center 90 KM from CU	13
				Banié CSR Center 12 KM from CU	14
				Bowé RSE Center 42 KM from CU	15
				RSE TEKOULO (20 km from CU)	16
			HP GUECKEDOU 256 KM	CMC Nongoa Center 27 KM from CU (1)	17
				CMC Ouendé - Kénéma center 64 KM from CU (2)	18
				Bolodou CSR center 62 KM from CU	19
				CSR Fangamadou center 70 KM from CU	20

				CSR Kassadou Center 65 KM from CU	21	
				CSR Koundou center 50 KM from CU	22	
			<b>HP MACENTA 145 KM</b>	CSA KOYAMAH 120 KM from CU (2)	23	
				CSR Fassankoni center 105 KM from CU	24	
				CSR Kouankan Center 50 KM from CU	25	
				CSR N'zébéla Center 79 KM from CU	26	
				Panziazou CSR center 65 KM from CU	27	
				CSR Sérédou Center 38 KM from CU	28	
				CSR Vassérédou Center 40 KM from CU	29	
				CSR Watanka Center 67 KM from CU	30	
				<b>HP BEYLA 125 KM</b>	CMC SINKO KM of CU (3)	31
					Boola center 42 KM from CU	32
			CSR Gbackédou Center 37 KM from CU		33	
			CSR Diassodou Center 101 KM from CU		34	
			Fouala Center 83 KM from CU		35	
			Gbessoba Center 103 KM from CU		36	
			CSR Karala Center 143 KM from CU		37	
			CSR Koumandou center 118 KM from CU		38	
			CSR Samana center 65 KM from CU		39	
			CSR Soukourala Center 118 KM from CU		40	
<b>SUBTOTAL NZEREKORE REGION</b>					<b>40</b>	
2	<b>CONAKRY</b>	<b>KINDIA 135 KM</b>	<b>HP FORECARIAH 100 KM</b>	CSR Kakossa center 50 KM from CU	1	
				CSR Kaback center 45 KM from CU	2	

				Benty Center 65 KM from CU	3
				CSR Sikhourou center 50 KM from CU	4
			<b>HP DUBREKA 50 KM</b>	Bady Center 100 KM from CU	5
				CSR Falessadé Center 55KM from CU	6
				CSR Wassou Center 50 KM from CU	7
				CSA Tondon 115 KM from CU (3)	8
			<b>HP TELECOMMU NICATED 265 KM</b>	CSR Bourouwal center 50 KM from CU	9
				Daramagnaky Center 145 KM from CU	10
				CSR Koba Center 65 KM from CU	11
				CSR Kollet center 100 KM from CU	12
				Missira Center 105 KM from CU	13
				CSR Konsotami Center 85 KM from CU	14
				CSR Sogolon center 80 KM from CU	15
				CSR Tarihoye Center 45 KM from CU	16
				CSR Thionthien center 55 KM from CU	17
				CSR Souguéta Center 57 KM from CU	18
			Madina CSR Center Oulah 72 KM from CU	19	
<b>SUBTOTAL KINDIA REGION</b>					<b>19</b>
3	CONAKRY	MAMOU 275 KM	RH MAMOU	CSR Dounet Center 30 KM from CU	1
				CSR Konkouré center 25 KM from CU	2
				Ouré CSR Center Kaba 65 KM from CU	3
				CSR Porédaka Center 55 KM from CU	4
				Saramoussayah Center 85 KM from CU	5
				Timbo Center 55 KM from CU	6
				CSR Gongoré center 85 KM from CU	7

				CSR Kégnéko center 55 KM from CU	8
				CSR Niagara Center 85 KM from CU	9
				CSR Téguéréya Center 150 KM from CU	10
			<b>HP-DALABA 50 KM</b>	CSR Bodié center 50 KM from CU	11
				Kankalabé CSR Center 85 KM from CU	12
				Mafara Center 59 KM from CU	13
				Mitty CSR Center 20 KM from CU	14
				Mombéya RSE Center 105 KM from CU	15
			<b>HP-PITA 100 KM</b>	Doghol Touma Center 64 KM from CU	16
				CSR Ley - Miro Center 100 KM from CU	17
				Sangaréah RSE Center 150 KM from CU	18
<b>SUBTOTAL MAMOU REGION</b>					<b>18</b>
4	CONAKRY	FARANAH 480 KM	<b>RH-FARANAH</b>	CSA Banian Center 62 KM from CU (4)	1
				CSR Songoyah Center 42 KM from CU	2
				Beindou CSR Center 28 KM from CU	3
				CSA Maréla center 92 KM from CU (5)	4
				Kobikoro Center 125 KM from CU	5
				Sandéniah RSE Center 46 KM from CU	6
				CSR Passaya Center 68 KM from CU	7
			<b>KISSIDOUGO U 139 KM</b>	Albadariah CSR Center 50 KM from CU	8
				Beindou CSR Center 28 KM from CU	9
				CSR Firawa Dandou 48 KM from CU	ten
				Banama center 55 KM from CU	11
				Manfran Center 58 KM from CU	12

			<b>HP-DABOLA 92 KM</b>	CSA Banko center 50 KM from CU (6)	13			
				CSR Konso Center 35 KM from CU	14			
				CSR Konindou Center 31 KM from CU	15			
				Kindoye Center 95 KM from CU	16			
				Lansanaya CSR Center 25 KM from CU	17			
			<b>HP- DINGUIRAYE 224 KJM</b>	CSR Dialakoro center 60 KM from CU	18			
				CSA Kalinko center 75 KM from CU (7)	19			
				M'bonet CSR center 110 KM from CU	20			
			<b>SUBTOTAL FARANAH REGION</b>					<b>20</b>
			5	CONAKRY	RH BOKÉ 300 KM	<b>HP-BOFFA 154 KM</b>	CSR Koba Center 90 KM from CU	1
CSA Mankountan center 70 KM from CU (8)	2							
CSR Doupourou Center 55 KM from CU	3							
<b>HR-BOKE</b>	Kanfarandé CSR Center 123 KM from CU	4						
	Sansalé CSR Center 188 KM from CU	5						
	CSR Dabiss Center 106 KM from CU	6						
<b>HP-FRIA 250 KM</b>	CSR Banguigny center 52 KM from CU	7						
	CSR Tormelin center 27 KM from CU	8						
	CSR Baguinet Center 21 KM from CU	9						
<b>HP-GAOUAL 185 KM</b>	CSA Koumbia center 55 KM from CU (9)	10						
	Foulamory center 115 KM from CU	11						
	Malanta Center 115 KM from CU	12						
	CSR Wendou M'bour center 110 KM from CU	13						
	CSR Sambaïlo Center 63 KM from CU	14						

			<b>HP-KOUNDARA 610 KM</b>	CSR Youkounkoun Center 25 KM from CU	15
				Saréboïdho CSR Center 77 KM from CU	16
<b>SUBTOTAL BOKÉ REGION</b>					<b>16</b>
6	CONAKRY	<b>HR LABE 431 KM</b>	<b>HR LABE</b>	CSR Kouramangui Center 35 KM from CU	1
				Dalein CSR center 30 KM from CU	2
				CSR Diari Center 33 KM from CU	3
			<b>HP-LELOUMA 70 KM</b>	Tianghel Center Boori 66 KM from CU	4
				Lafou center 54 KM from CU	5
				CSR Linsan Saran Center 122 KM from CU	6
				CSR Sagalé Center 25 KM from CU	7
				CSR Manda Saran Center 72 KM from CU	8
				<b>HP-MALI 120 KM</b>	CSR Doghel Center Sigon 52 KM from CU
			CSR Balaki Center 150 KM from CU		10
			Dougountounni CSR Center 85 KM from CU		11
			CSR Salambandé Center 105 KM from CU		12
			CSR Fougou Center 25 KM from CU		13
			CSR Toubas Center 91 KM from CU		14
			CSA Yembéring center 41 KM from CU (10)		15
			<b>HP-TOUGUE 85 KM</b>		Fatako center 50 KM from CU
				CSR Fello Center Koundoua 100 KM from CU	17
				CSR Kansagui Center 60 KM from CU	18
				CSR Kollagui Center 55 KM from CU	19

			<b>HP-KOUBIA 60KM</b>	Piilimini Center 52 KM from CU	20
				CSR Fafaya center 30 KM from CU	21
				Gadha-Woundou CSR center 60 KM from CU	22
<b>SUBTOTAL LABE REGION</b>					<b>22</b>
7	CONAKRY	KANKAN 690 KM	<b>RH KANKN</b>	CSA Koumban Center 35 KM from CU (11)	1
				CSR Moribaya Center 75 KM from CU	2
				CSR Sabadou Center Baranama 75 KM from CU	3
				CSR Boula center 135 KM from CU	4
				Mamouroudou Center 135 KM from CU	5
				Tokounou center 120 KM from CU	6
			<b>HP-KEROUANE 175KM</b>	CSA Banankoro center 40 KM from CU (12)	7
				Komodou CSR center 50 KM from CU	8
				CSR Damaro center 70 KM from CU	9
				CSR Linko center 76 KM from CU	10
				Sibiribaro center 74 KM from CU	11
				CSR Soromaya Center 75 KM from CU	12
			<b>HP-KOUROUSSA 92 KM</b>	CSA Baro Center 43 KM from CU (13)	13
				CSR Koumana Center 26 KM from CU	14
				Sanguiana RSE Center 40 KM from CU	15
				CSR Kiniéro Center 55 KM from CU	16
				Banfè CSR center 75 KM from CU	17
				CSR Douako Center 135 KM from CU	18
				CSR Komola Center 145 KM from CU	19
				Koundian Center (14)	20

			<b>HP- MANDIANA 85 KM</b>	CSR Balandougouba center 128 KM from CU	21
				Dialakoro Center 140 KM from CU	22
				Kiniéran CSR Center 92 KM from CU	23
				CSR Kondianakoro Center 87 KM from CU	24
				Sansando Center 125 KM from CU	25
			<b>HP-SIGUIRI 134KM</b>	CSA Bankon center 45 KM from CU (15)	26
				CSR Doko center 50 KM from CU	27
				CSA Norassoba Center 96 KM from CU (16)	28
				Maléah Center 85 KM from CU	29
				CSR Naboun center 95 KM from CU	30
				Niagassola center 145 KM from CU	31
				CSR Siguirini Center 135 KM from CU	32
<b>SUBTOTAL KANKAN REGION</b>					<b>32</b>
<b>TOTAL (148 CSR, 16 CSA &amp; 3 CMC)</b>					<b>167</b>
<b>GLOSSARY/NUMBERS</b>					
1- HR = Regional Hospital				<b>7</b>	
2- HP = Prefectural Hospital				<b>26</b>	
3- CMC = Community Medical Center				<b>3</b>	
4- CSA = Center for a better health				<b>16</b>	
5- CSR = Rural Health Center				<b>148</b>	
6- CU = Urban Municipality					
<b>TOTAL</b>				<b>200</b>	

**CHECKLIST-I Forms and Documents to be submitted**

<b>Form No.</b>	<b>Details of Forms and Documents</b>	<b>Page no.</b>
	NEFT acknowledgement receipt towards payment of Application Processing Fee	
Form-I	Applicant Information Form	
Form-I(A)	In case of JV for JV Member Information	
Attachments	Articles & Memorandum of Association	
	Certificate of Incorporation (or equivalent documents of constitution or association), and/or documents of registration	
	PAN and GST Registration Details	
	Organizational chart	
	List of Board of Directors with their complete designation in case of nominee directors	
	Beneficial ownership with respective shareholding and nationality of shareholders	
Appendix-I	PoA for Signing Application	
Attachment	Certified copy of appropriate board resolution or such equivalent documentation certified by an authorized officer of the Applicant to be authentic	
Appendix-I (For JV)	PoA by Lead Member for Authorization to sign the bid	
Attachment	Certified copy of appropriate board resolution or such equivalent documentation certified by an authorized officer of the Applicant to be authentic	
Appendix-II	Authorization in favor of Lead Member for Signing Application in case of JV	
Appendix-III (For JV)	Letter of Intent for JV	
Form-II	Contract Non-Performance	
Form-III	Pending Contract Litigation	
Form-IV	Contract Litigation History	
Form-V	Financial Status	
Attachment	Audited Annual Reports for the last 5 years	
Form-VI	Annual Consultancy Turnover	
Form-VII	Sources of Finance	
Attachments	Statement of Consolidated Credit Facilities (sanctioned, utilised and available) from Lead Banker or respective Bank statements duly attested by the respective banks	

Form-VIII	General Experience	
Attachments	Final Acceptance Certificate/ Completion Certificate/ Testimonial Letters issued by the Project Authority for each contract submitted under this Clause, giving, inter alia, details of scope and value of consultancy services performed by the Applicant, contract start and completion dates.	
	In case the contracts submitted under this Clause are executed by the Applicant as a member of JV, a copy of Agreement between Project Authority and JV and the JV Agreement to substantiate Individual JV member's delineated roles, responsibilities and scope and value of consultancy services.	
Form-IX	Specific Experience	
Attachments	Final Acceptance/ Completion Certificate/ Testimonial Letters issued by the Project Authority for each contract submitted under this Clause, giving, inter alia, details of scope and value of consultancy services performed by the Applicant, contract start and completion dates.	
	In case the contracts submitted under this Clause are executed by the Applicant as a member of JV, a copy of Agreement between Project Authority and JV and the JV Agreement to substantiate Individual JV member's delineated roles, responsibilities and scope and value of consultancy services.	
Form-X	Certified Management System	
Attachment	Self-attested copy of ISO Accreditation / Quality Management System Certificate Certified Management System	
Form-XI	Skilled Human Resources	
Form-XII	Eligibility under Public Procurement Orders	