

**QUALIFICATION OF ENGINEERING
PROCUREMENT AND CONSTRUCTION
(EPC)
CONTRACTOR**

FOR

**Construction of Kono University of
Science and Technology, Koidu, Kono,
Sierra Leone**

**REFERENCE NO: GOILOC-284(P-
11)/ EBID/ EPC-106**

DATE: March 03, 2026

Funded by:

Export-Import Bank of India



DISCLAIMER

The information contained in this RFQ Document or subsequently provided to the Bidder(s), in documentary or digital form, by or on behalf of Exim Bank, is provided on the terms and conditions set out in this RFQ Document and such other terms and conditions subject to which such information is provided.

This RFQ Document is not an agreement and is neither an offer nor an invitation by Exim Bank to the prospective Bidders. The purpose of this RFQ Document is to provide interested parties with information that may be useful to them in the formulation of their Techno-Commercial Bid for Qualification pursuant to this RFQ Document. The RFQ Document contains statements which reflect various assumptions, assessments and such statements in this RFQ Document do not purport to contain all the information that each Bidder may require. This RFQ Document may not be appropriate for all persons and Bidders and it is not possible for Exim Bank, its employees or advisors to consider the objectives, financial situation and particular needs of each party or Bidder who reads or uses this RFQ Document. The assumptions, assessments, statements and information contained in this RFQ Document may not be accurate, complete or adequate. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ Document and obtain independent advice from appropriate sources. Exim Bank shall not be liable to any Bidder for any consequential or indirect damages, including but not limited to financial loss which may arise due to any contingent decisions of the Bidder based on this RFQ Document.

Information provided in this RFQ Document to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. Exim Bank has the right to interpret the submitted Techno-Commercial Bid based on common usage of terminologies and phrases in public procurement. The interpretation of Exim Bank shall be final and binding on the Bidders. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. However, the Bidders must seek appropriate legal advice while formulating the submissions and assess the various risks accordingly.

Exim Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ Document or any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ Document or arising in any way with participation in this process. Exim Bank shall not be liable in any manner whatsoever for any costs or other expenses incurred by a Bidder in preparation or submission of the Techno-Commercial Bid, regardless of the conduct or outcome of the RFQ process.

Exim Bank also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ Document. Exim Bank may, at its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ Document. However, in such a case, appropriate addendum to the RFQ Document shall be issued by Exim Bank.

Selection of a Bidder under this RFQ Document does not entail final selection of the said Bidder as a contractor for the Project. Exim Bank shall not be liable to any Bidder for any consequential or indirect damages, including but not limited to financial loss which may arise due to any contingent decisions of the Bidder based on selection under the terms and conditions contained herein this RFQ 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 Qualified Bidders. Nothing in this RFQ Document shall be construed as creating any contractual relationship between Exim Bank and any Bidder or Qualified Bidder.

The Bidder 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 presentations which may be required by Exim Bank or any other costs incurred in connection with or relating to its submissions. All such costs and expenses shall be borne by the Bidders and Exim Bank shall not be liable in any manner whatsoever for

the same or for any other costs or other expenses incurred by a Bidder in preparation or submissions, regardless of the conduct or outcome of the Qualification Process.

The Bidder 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 RFQ Document, including any error or mistake therein.

NOTICE INVITING BIDS

RFQ Reference No.: GOILOC-284(P-11)/ EBID/ EPC-106

Date: March 03, 2026

Qualification of EPC Contractor for *Construction of Kono University of Science and Technology, Koidu, Kono, Sierra Leone*

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, Exim Bank is required to carry out a Qualification exercise and provide a list of Qualified Bidders 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 Bids from eligible Indian entities for Qualification of EPC Contractors for the captioned project.
4. The RFQ Document is available for download on Exim Bank’s Website. The RFQ Document can be accessed through the following link:

<https://www.eximbankindia.in/lines-of-credit>
5. The Bids shall be accepted in an online form in accordance with the provisions and terms and conditions contained in this RFQ Document. Bid through any other mode shall not be entertained.
6. Last date for submission of Bid is March 24, 2026,15:00 hours.

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SUMMARY OF CONTENT

Part-I: Scope of Works

This Part includes a summary of the prospective project, scope of the works to be undertaken on EPC basis for which this RFQ Process is being conducted.

Part-II: Instructions to Bidders (ITB)

This part provides relevant information to help the Bidders in preparation of Bids in accordance with the RFQ Document. Information is also provided on the submission, opening and evaluation of Bids. This part also specifies the criteria for Qualification of Bidders.

Part-III: Appendix to Instructions to Bidders (AITB)

This part includes provisions specific to each Project for which the Bids are invited through the RFQ Document and supplements “Part-II: Instructions to Bidders (ITB)”.

Part-IV: Forms and Appendices

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

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PART-I: SCOPE OF WORKS

The Export-Import Bank of India has approved financing of a project through a Line of Credit extended to the ECOWAS Bank for Investment and Development (EBID) for Construction of Kono University of Science and Technology in Sierra Leone. A part of the LOC shall be utilized for the construction of Kono University of Science and Technology, which involves Civil work, Supply and Installation of Equipment and Institutional Development, for which Exim Bank now seeks Bids for Qualification from eligible Indian entities.

A] Background and Major Components of the Project

Project Background:

Sierra Leone is a country located in Western Africa. Although most of the population is engaged in subsistence agriculture, Sierra Leone is also a mining center. Its land yields diamonds, gold, bauxite, and rutile (titanium dioxide). Kono district is one of the three districts of Eastern region in Sierra Leone and covers an area of 7,716 Km². The district is the largest diamond producer in Sierra Leone.

The Government of Sierra Leone (GoSL) through the Ministry of Technical and Higher Education (MoTHE) intends to establish a 'University of Science and Technology' in Kono district of Sierra Leone, to develop equitable accessibility of the National Tertiary Educational system in the Eastern Province.

The GoSL intends to develop the said University in Koidu town, the fifth largest city in Sierra Leone, located in Kono District. The institution will serve as a hub for science, technology, innovation, fostering economic growth, skills development, and improved infrastructure in the region.

Project Objective:

The establishment of Kono University of Science and Technology (KUST) aligns with the GoSL's policies on higher education, economic development, and empowerment. By providing world-class education, fostering innovation, and strengthening industry-academia linkages, KUST will significantly contribute to the economic and intellectual growth of the region by building a leading science and technology hub in West Africa.

The broad objective of the proposed project is as follows:

- i. Support Sierra Leone's economic growth by developing educational infrastructure aimed at poverty eradication, economic enhancement through advanced learning, and environmental rehabilitation.
- ii. Establish a high-quality educational institution specializing in science and technology.

- iii. Improve teaching methods with qualified lecturers for science and technology courses.
- iv. Produce graduates skilled in fields such as mining and ICT, contributing to national and regional development.

The project aims to address a key development objective stipulated in the latest Education Sector Plan of GoSL and contribute to attaining the country's vision of becoming a science and technology-driven nation. The primary beneficiaries will be students and academicians with additional benefits extending to small businesses communities in the Kono District. The project is also expected to generate substantial employment for both skilled and unskilled labourers.

Overall, the proposed university system is expected to increase the opportunity for tertiary education and decrease out of school scenarios in the region. Furthermore, the project is in line with EBID's policy of contributing to the development of educational and health infrastructure capable of improving the standard of living of the people in West Africa. The project also has a linkage with the EBID's 2016-2020 strategic plan in terms of mobilizing institutional support for development projects.

Salient Features of the Project:

The project encompasses the construction of key structures including administrative offices, faculty buildings, classrooms, workshops, and laboratories, hostel building along with essential infrastructure like internal roads, storm water drains, Cross Drainage works, underground and overhead tanks, landscape work, borewells, sanitation, sewage systems, and water supply systems. It also aims to enhance the academic and institutional capacity of the University.

The University proposes to offer programs in various fields such as engineering, computer science, health sciences, agriculture, and environmental studies. These skills are crucial for the economic and social development of the country. The primary beneficiaries include secondary school students, teachers, and governmental and academic science and technology institutions, directly affecting over 200 students annually. Additionally, it will benefit local SMEs and create approximately 500,000 person-days of employment, primarily for skilled and unskilled workers in the Kono District.

Key Features of the Project-

- **Campus Size:** Development proposed in two phases. This RFQ pertains to the first phase planned on 147 acres of land dedicated to academic excellence out of 417.64 acres university campus.
- **Academic Focus:** Emphasis on Science, Technology, Engineering, and Mathematics (STEM) education.

- Sustainability: Green energy initiatives, efficient water management, and eco-friendly designs.
- Global Partnerships: Collaboration with Indian and international institutions for faculty development and curriculum enhancement.
- Infrastructure: Development of modern academic, research, and residential buildings with following facilities-
 - Academic Infrastructure such as Lecture halls, faculty offices, laboratories, and research centres.
 - Administrative Block for Centralized governance and student service offices.
 - Student & Faculty Housing including Hostels and residential quarters for faculty and staff.
 - A state-of-the-art Library and Digital Learning Centre with digital access to global research.
 - Entrepreneurship & Innovation Centres with facilities to foster start-ups and research-led industries.
 - For healthcare & sports facilities, a well-equipped health centre, sports complex, and recreational spaces.
 - Essential Infrastructure such as Roads, electricity, water supply, sewage, and storm water management systems.
 - Service Infrastructure for Water supply, Sewage and wastewater management with efficient drainage and treatment systems, Energy and sustainability with Solar energy integration, rainwater harvesting, and energy efficient building materials.

Site and Location:

The project site, designated for the KUST University, is in Yardu Town within the Moindefeh Section of Gbense Chiefdom in Kono District, covering an area of approximately 417 acres. In terms of land suitability and environmental friendliness, sufficient land is available for the development of the Proposed Project. Land for the project is already in the ownership of the Government of Sierra Leone.

Located approximately 6 kilometers North-east of Koidu City's bustling business centre with approx. 30 minutes' drive from Koidu City, the site offers a unique blend of accessibility and seclusion. Its placement on the north of Koidu enhances its connection to the city's core, while still maintaining a distinct sense of isolation due to its high hilly terrain and adjacent lowlands. The accessibility to the area is through the (7.5m width approx.) main Yardu Road, which is 6 km from Koidu city centre and another route through rough graveled road which is 8 km with a canal crossing.

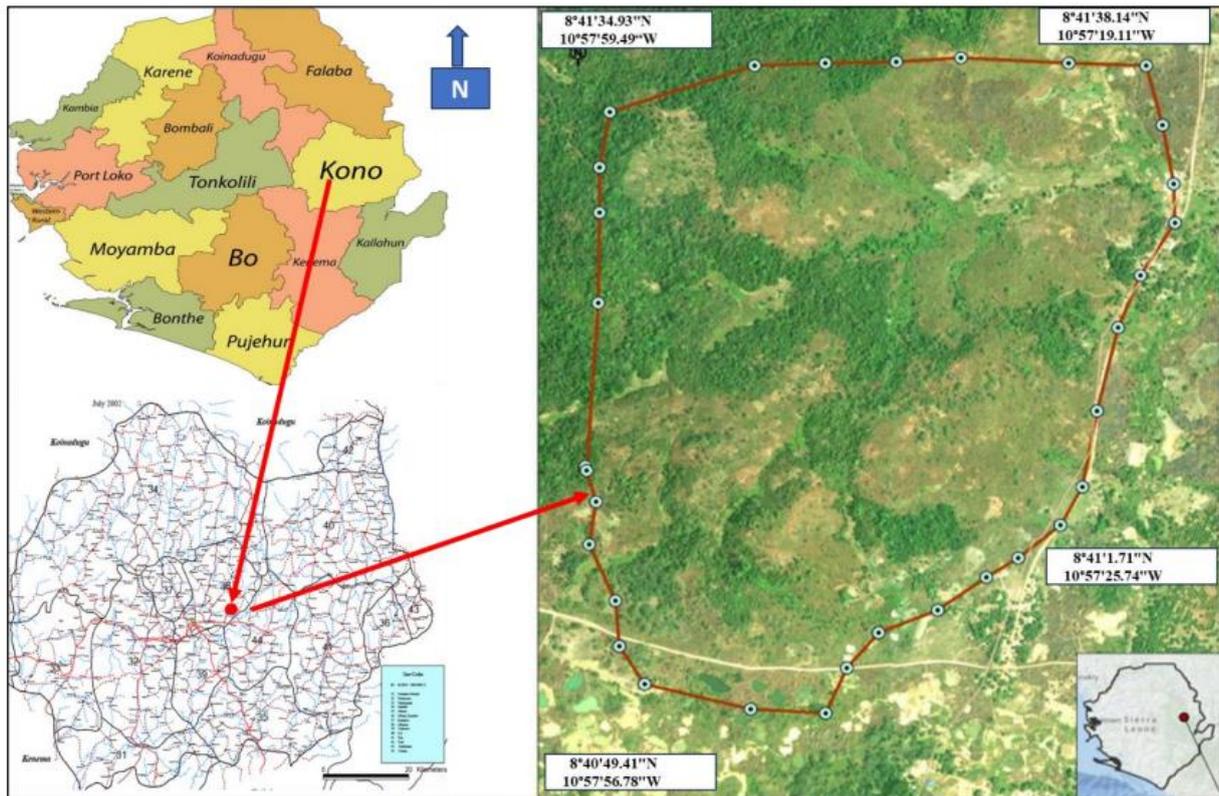


Figure 1-1: KUST Project Location

Project Components:

Construction and Equipping of Critical Structures under the project includes two sub-components:

- i. **Civil Works:** Construction of all essential structures (Administration, Faculty Buildings, Student Classrooms, Workshops, Laboratories, hostel building, etc.) in the proposed University with supporting infrastructures such as sanitation and sewage system, water reticulation system and others.
- ii. **Supply of Equipment:** Provision of the furnishing and procuring the equipment for all the structures constructed.

B] Scope of EPC Contract

The proposed scope includes detailed designing, engineering, procurement, construction, commissioning and handover of the Project including remedy of loss or damage to the Project during the Defects Liability Period and subsequent maintenance of the Project during Comprehensive Maintenance Period in accordance with the provisions of the Project Facilities, Specifications and Standards stipulated in the Request for Proposal (RFP) / Contract Agreement.

The Following structures and facilities have been proposed to form nucleus of the University, which will house both faculty and departmental buildings with social services building to complement the overall functioning of the institution in general.

- **Civil Works:** This involves construction of the following units:
 - Entrance Gate – 1 and 2 with Security cabin – RCC gate with 6 m height.
 - Admin Block – G+1 RCC building with structural steel roofing and has a built-up area of about 2285 Sqm.
 - Faculty of Computer Science – G+1 RCC building with lift provision, structural steel roofing and has a built-up area of about 4154 sqm.
 - Faculty of Mining & Environmental Science - G+1 RCC building with lift provision, structural steel roofing and has a built-up area of about 4307 sqm.
 - Faculty of Agriculture Block - G+1 RCC building with lift provision, structural steel roofing and has a built-up area of about 5630 sqm.
 - Faculty of Medicine and Allied Health Science - G+1 RCC building with lift provision, structural steel roofing and has a built -up area of about 3594 sqm.
 - Laboratories – RCC building with structural steel roofing and has a built-up area of 995 sqm.
 - Hostel Building (Boys Hostel Block and Girls Hostel Block) including Cafeteria and dining halls - G+1 RCC building with structural steel roofing and has a built-up area of about 9480 sqm.
 - Library and Research Centre - G+1 RCC building with structural steel roofing and has a built-up area of about 2325 sqm.
 - Staff Quarters - G+2 RCC building with structural steel roofing and has a built-up area of about 2340 sqm.
 - Guest House - G+2 RCC building with structural steel roofing and has a built-up area of about 798 sqm.
 - Recreational Area/Club House - G+1 RCC building with lift provision, structural steel roofing and has a built-up area of about 2463 sqm.
 - Health and Wellness Centres
 - Parking and Transportation Zones – Provisions of Flexible pavement with road signages, Heavy duty Paver block, Metal beam crash barrier, etc.
 - Community Engagement Centres (for social and cultural events)
 - Other Utility and Service Zones – Provisions of Utility crossing NP pipes.

- **Furnishing:** The scope of work includes furnishing of the University buildings which shall include:
 - Academic areas (Lecture Halls and classrooms, laboratories, Library and study areas, Faculty Offices and Meeting Rooms, etc.)
 - Residential Areas (Students Hostels, Common Lounges & Recreational Spaces, Dining Halls & Cafeterias, Guest & Faculty Residences, etc.)
 - Common Areas/ Recreational Areas (Auditorium & Event Halls, etc.)

- Administration Buildings & Reception Areas (Reception Desks & Seating, Office Workstations, etc.)
- Computer Science Lab Equipment
- Mining Engineering Lab Equipment
- Agriculture Science Lab Equipment
- Environmental Science Lab Equipment
- Allied Medicine Science Lab Equipment
- Fire Fighting Work: Firefighting system to be developed as per the latest Standard guidelines of National Building Code (NBC) which shall include the following:
 - Hydrant system (External & Internal), First Aid Appliances, Exit Signages
 - Interconnected Firewater tanks with baffle wall
 - Fire pumps and fire control panels
 - Hydrant Pumps
- Electrical Work: The electrical installation work shall include:
 - Supply, installation, testing, and commissioning (SITC) of main electrical Power connection and a substation inside campus to be drawn from main substation of the power supply company
 - Main panel to be installed near the main sub station
 - Zone Wise panels, Outdoor Mounted Feeder pillars
 - Individual Building cables including Individual panels & distribution boards
 - Electrical fixtures
 - Earthing pits for all the building premises, substation, street lighting & flood light
 - Electrical Connection for firefighting system as well as Security System
- Water Supply: The proposed water supply reticulation system shall include:
 - Underground raw water storage tanks, treated overhead water tanks, non-submersible transfer pumps and elevated reservoirs.
 - Water distribution system will include hydraulic pumps, high quality pipes and fixtures.
 - Internal as well as external drainage and collection systems, bridge works using RCC box culverts
 - Storm Water Drainage & Rainwater Harvesting systems
 - Internal water supply and drainage systems.
 - Construction of Bore wells at suitable locations.
 - Installation of water Purification/RO equipment's
- Road Work: The University Road project involves development of
 - University's main entrance road to the campus,
 - All Internal roads with sub-arterial roads allowing access to all the buildings.

- Given the absence of standardized design code in Africa, the design of University Road in Sierra Leone is based on universally applicable codes and guidelines. Specially, the design has to conform to the standards and specifications outlined by the Indian Road Congress (IRC), which provides a comprehensive framework for road design and construction.
- Construction of Cross Drainage Works / minor bridges, etc.
- Pedestrian Pathway: Construction of pedestrian pathway shall include:
 - Hierarchy of Paths: primary walkways connecting major buildings (academic blocks, libraries, hostels, etc.) to secondary paths for informal access.
 - Universal Design for accessibility to disabled individuals (ramps, tactile paving, and adequate width.)
 - Covered Walkways to provide protection from weather conditions
 - Central gathering Areas and Transition Points
- Cycle Track: The University campus shall have an interconnected network of walkways that are durable and wide enough for pedestrians and bicycles.
- Parking Plots: The University shall be equipped with adequate parking spaces, keeping in mind:
 - Dedicated parking lots near the individual buildings
 - sufficient parking for students, staff, and visitors
 - Spread across different zones for easy access
- Landscaping and Orientation:
 - Retaining Walls to stabilize the existing ground landscape
 - Earthwork excavations and site levelling
 - RCC Drains and Compound Wall running across the entire campus
 - Water Treatment Plant
 - Sewage Treatment Plant
 - Open Green spaces across University
 - Play ground

C] Contract Execution Period

The Contract shall be executed in *36 months followed by a Comprehensive Maintenance Period (CMC) of 60 months*, comprising of:

Construction Period: *24 months*

Defects Liability Period: *12 months*

Comprehensive Maintenance Period: 60 months

D] Other Information: The information provided under this section is indicative in nature and the exact details of the project and the scope of works shall be provided at the time of RFP stage to be conducted by the Project Authority, pursuant to the Qualification process.

PART-II: INSTRUCTIONS TO BIDDERS (ITB)

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

1.1.3 In pursuance to the above, Exim Bank invites Tech-Commercial Bids from eligible Indian entities for qualification of EPC Contractors for the Project (“**Qualification Process**” or the “**RFQ Process**”). The Estimated Cost of the contract and the estimated duration are **as specified in AITB**. Details pertaining to the Scope of Works, Estimated Cost and Estimated Contract Duration are only indicative in nature and may change at the time of invitation of Financial Bids.

1.1.4 The Authority shall undertake the Project through award of contract on Engineering, Procurement and Construction (the “**EPC**”) mode by way of a competitive bidding process amongst the Qualified Bidders (the “**Financial Bidding**” or the “**RFP Process**”). The bidder selected through such RFP Process (the “**EPC Contractor**” or “**Contractor**”) shall be responsible for designing, engineering, procurement and construction of the Project, including remedying any defects and conducting maintenance thereof. For the purpose of this document the RFQ Process and RFP Process shall be jointly referred to as the “**Procurement Process**”.

1.1.5 Payment to the Contractor 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 Contractor.

1.2 Brief description of RFQ Process

1.2.1 The RFQ process shall be conducted by Exim Bank in accordance with this **RFQ Document**. The result of the Qualification Process shall be shared by Exim Bank with the

Authority, who shall be responsible for conducting the Financial Bidding amongst the Bidders Qualified by Exim Bank in accordance with this RFQ Document, for selection of the Contractor.

1.2.2 This RFQ Document is being issued by Exim Bank to prospective entities (the “**Bidder**”) interested in submitting Bids (the “**Bids**”) subject to the provisions of this RFQ Document.

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

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

1.2.5 The RFQ Document will be available free of any cost. The Bidder shall pay Exim Bank an upfront and non-refundable processing fee (the “**Processing Fee**”), through NEFT transfer, as per details **as specified in the AITB**. The Bidder 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 Bid.

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

1.2.6 Pre-Bid Meeting

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

(b) At least 3 working days prior to such Pre-Bid Meeting, the Bidder 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. 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].

(c) During the course of Pre-Bid Meeting, the Bidder 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 Qualification Process.

(d) Minutes of the Pre-Bid Meeting, if applicable, including the questions or clarifications sought by the Bidders, shall be made available to all the prospective Bidders, participating in the Pre-Bid Meeting. The Minutes shall maintain standards of confidentiality as applicable to the identity of the source. Any modification to the RFQ Document that may become necessary as a result of the Pre-Bid Meeting shall be made by Exim Bank exclusively through the issue of an addendum pursuant to Clause 2.23 [Amendment of RFQ Document].

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

1.3 Schedule of RFQ Process

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

1.4 Reporting Currency

1.4.1 All financial information to be submitted by the Bidder in the Bid shall be in the “Reporting Currency” or “RC” as specified in AITB, unless otherwise specified in the respective form.

For the purpose of conversion of currencies for reporting the financial information, the Bidder 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 selling rate of such currency shall be taken from <http://www.oanda.com>.

The Bidder 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 31st March of respective financial year, where the information pertaining to any of the past financial years is reported;
- ii. For data related to aspects like liquidity, annual residual contract value and 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 Bids under this RFQ Document shall be used to arrive at the Reporting Currency.

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

1.5 Contents of the RFQ Document

1.5.1 The RFQ Document comprises of the disclaimer set forth at the beginning, the contents as listed below, and any Addenda issued in accordance with Clause 2.23 [Amendment of RFQ Document].

Part-I: Scope of Works

Part-II: Instructions to Bidders (ITB)

Section-1 Introduction

Section-2 Eligibility Criteria and Requirements

Section-3 Preparation, Submission and Opening of Bids

Section-4 Evaluation of Bids

Section-5 Other Conditions

Part-III: Appendix to Instructions to Bidders (AITB)

Section-6 Appendix to Instructions to Bidder (AITB)

Part-IV: Bidding Forms and Appendices

1.5.2 In this RFQ document, Part-III: Appendix to Instructions to Bidders (AITB) shall supplement the information provided under Part-II: Instructions to Bidders (ITB) [Sections 1-5]. AITB shall be taken to modify, negate, add or alter the ITB in case of any differences between the provisions of AITB and ITB. In the event of a conflict between the ITB and AITB, the provisions of AITB shall prevail over ITB.

1.5.3 It is clarified that in case of conflict between the Illustrations in the document and the respective condition of the ITB / AITB, the ITB / AITB shall prevail.

1.5.4 Unless obtained directly from Exim Bank's Website, Exim Bank is not responsible for the completeness of the RFQ Document.

1.5.5 It is clarified that the "Notice inviting Bids" and the "Checklist: Forms and document to be submitted" are not part of the RFQ Document.

1.6 Correspondence with Exim Bank

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

SECTION-2 ELIGIBILITY CRITERIA AND REQUIREMENTS**2.1 Bidders**

2.1.1 A Bidder 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**”) as per format under Sub-Clause 3.7.2(d) listing out the names of all the JV members. In the case of a JV, all members shall be jointly and severally liable for the execution of the subsequent contract(s) awarded pursuant to this Qualification 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 Qualification Process. The JV shall comply with the terms and conditions of this RFQ Document.

2.2 Bidder’s Nationality and Ownership

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

(a) A Bidder shall be deemed to be Indian if the Bidder 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 Bidder 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. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or a Joint Venture where any member of the consortium or joint venture falls under any of the above.

ii) Bidder 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 Bidder becomes ineligible under this Clause 2.2.1, at any time post the RFQ Process (i.e. including during RFP Process and/or contract implementation phase), the Bidder shall immediately inform Exim Bank of such ineligibility condition becoming true and reasons thereof. This may lead to cancellation of Bidder's Qualification / contract.

2.2.3 In case of a Bidder being a JV, the conditions under this Clause 2.2 shall apply to each member of the JV.

2.2.4 Forms to be submitted

Form-I: Bidder 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 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**"). Any Bidder who at any point of time during the Qualification Process, or RFP Process or after award, is found to have a Conflict of Interest, shall be disqualified. In case of a Bidder 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. A Bidder shall be deemed to have a Conflict of Interest, if:

- i. the Bidder, its member or any constituent thereof and any other Bidder, 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 Bidder 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 Bidder 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 a Bidder is also a member / constituent of another Bidder; or
- iii. a Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member thereof. Provided that this provision shall not be applicable to a Bidder which is a Public Sector Undertaking; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder has a relationship with another Bidder, 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 Bid of either or each other during the RFQ Process; or
such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.3.2 Forms to be submitted

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

2.4 Financial Conduct

2.4.1 A Bidder shall be ineligible if the Bidder 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) or its promoters / directors (excluding nominee directors and independent directors) are appearing in Credit Information Bureau India Ltd. (CIBIL) Defaulter List; or
- iii) has been admitted by the National Company Law Tribunal (NCLT) for initiating corporate insolvency resolution process under the Indian Bankruptcy Code (IBC); or
- iv) has been reported as fraud under the present promoter / directors by any Bank / Financial Institution in India.

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

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

2.4.4 Forms to be submitted

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

2.5 Debarment / Blacklisting or Conviction

2.5.1 The Bidder, or each member of the JV, shall not have been:

- i) debarred by Exim Bank, in accordance with Exim Bank's Debarment Policy;
- 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 but not limited to cheating / fraud, shall be ineligible to participate in the Procurement 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 a Bidder being a JV, the conditions under this Clause 2.5 shall apply to each member of the JV.

2.5.3 In case the Bidder becomes ineligible under any of the sub-heads under Clause 2.5.1, at any time during the RFQ Process, post the RFQ Process (i.e. including during RFP Process and/or contract implementation phase), the Bidder shall immediately inform Exim Bank of such ineligibility and reasons thereof. This may lead to cancellation of Bidder's Qualification / contract.

2.5.4 Forms to be submitted

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

2.6 Past Contract Non-Performance

2.6.1 The Bidder or member of the JV shall, since the date **as specified in the AITB**, and till the Bid Submission Date have no instance of:

(a) contract¹ non-performance as a result of Bidder'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 Bidder, inordinate delays in completion, breach of environmental or social contractual obligations, consistent history of litigation resulting in awards against the Bidder 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 Bidder 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 Bidder.

2.6.2 The Bidder shall inform Exim Bank of any such instances occurring post submission of the Bid. In case the Bidder becomes ineligible under any of the sub-heads under Clause 2.6.1, at any time

¹ Non-performance, 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.

post the Qualification Process (i.e. including during RFP Process and/or contract implementation phase), the Bidder shall immediately inform Exim Bank of such ineligibility and reasons thereof. This may lead to cancellation of Bidder's Qualification / 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: Bid Submission Form.

2.7 Pending Contract Litigation

2.7.1 The Bidder shall have a **positive** 'Adjusted Net Worth' determined as per the financial statements for the latest financial year **as specified in AITB**, adjusted for 'Pending Contractual Litigation Value' 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-II: Pending Contract Litigation for the Bidder / each JV Member in case of Bidder being a JV

2.8 Contract Litigation History

2.8.1 The aggregate amount of awards against the Bidder, if any, since Date **as specified in the AITB** and till Bid Submission Date, 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-III: Contract Litigation History, for the Bidder / each JV Member in case of Bidder being a JV

2.9 Financial Status and Capacity

2.9.1 The Bidder must, over the period of last 5 (five) financial years as **specified in the AITB**, must demonstrate meeting the following conditions:

- Positive net worth for each of the last 5 (five) financial years;
- Profit (i.e. Profit Before Tax) for at least 2 (two) out of last 5 (five)

- financial years; and
- c) Annual EPC / Construction Revenue in any 1 (one) of the last 5 (five) financial years of not less than the amount **as specified in AITB**.
 - d) Minimum required liquid assets and / or credit facilities to be made available² for execution of the contract shall not be less than amount **as specified in AITB**.

“Financial Year” shall mean the period starting 1st April and ending on the 31st day of March every year. Last Financial Year shall mean the period ending 31st day of March immediately preceding the date of launch of this RFQ. In case the Bidder’s annual accounts for the latest Financial Year are not audited and therefore the Bidder cannot make it available, the Last Financial Year shall mean the period ending 31st day of March of the penultimate Financial Year. In such case, the Bidder shall also provide the provisional results for the latest Financial Year for which the audited accounts have not been provided.

“Net Worth” shall mean the sum of subscribed and paid-up equity and reserves, minus the revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

Liquid assets shall include unencumbered cash and bank balances / unutilized credit facilities / lines of credit or any other financial means (independent of any contractual advance payment) sufficient to meet project cashflow requirements of ongoing contracts including the present contract, net of the other commitments of the Bidder for execution of the contract. The statement / status of the liquid assets should not be more than 90 days prior to the Bid Due Date. The Bidder shall continue to comply with the requirement under Clause 2.9.1(d) after the conclusion of the RFQ Process i.e. during RFP Process and/or contract implementation phase. Failure to comply with the same may lead to cancellation of Bidder’s Qualification / contract.

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 Bidder 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) and 2.9.1(b),
- ii. For condition under Paragraph 2.9.1(c) and 2.9.1(d) above, each member shall meet at least 25%, lead member shall meet at least 40% and all members together shall meet 100% of the

² Exchange rate prevalent as on the working day preceding the date of Invitation for Qualification shall apply [Refer Clause 1.4 [Reporting Currency]].

requirement.

2.9.4 Forms to be submitted:

- a. **Form-IV: Financial Status**, for the Bidder / each JV Member in case of Bidder being a JV, duly certified by an independent Chartered Accountant.
- b. **Form-V: Annual EPC Turnover**, for the Bidder / each JV Member in case of Bidder being a JV, duly certified by an independent Chartered Accountant.
- c. **Form-VI: Sources of Finance**, for the Bidder / each JV Member in case of Bidder being a JV, duly certified by an independent Chartered Accountant.

2.10 Bid Capacity

2.10.1 Aggregate annual residual value of all ongoing contracts of the Bidder as on the Bid Submission Date, shall not be more than 350% of the highest annual turnover in any one of the last five (5) years which are specified under Sub-Clause 2.9.1.

Illustration: Say the Bidder has Annual Turnover of INR 100, INR 200, INR 300, INR 250, INR 150 in last five financial years, respectively. Then the highest annual turnover over last five years shall be INR 300. In such a scenario the annual residual value of ongoing contracts should not be more than INR 1050 (INR 300*350%). For calculation of annual residual value of ongoing contracts, say the residual value of all ongoing contracts of the Bidder is INR 800 consisting of Contract 'A' aggregating INR 200 (to be executed in 1 year), and Contract 'B' aggregating INR 600 (to be executed in 2 years). Therefore the annualized value of Contract 'A' shall be INR 200 (INR 200/ 1 year) and that of Contract 'B' shall be INR 300 (INR 600 / 2 years). Then the total annual residual value of the contracts is INR 500 (INR 200 + INR 300).

2.10.2 In case of Bidder being a JV, this shall apply to each member of the JV.

2.10.3 Forms to be submitted:

Form-VII: Bid Capacity for the Bidder / each JV Member in case of Bidder being a JV, duly certified by an independent Chartered Accountant.

2.11 General Experience

2.11.1 The Bidder shall have experience in execution of (a) Design Engineering and Construction contracts, or (b) EPC contracts; for Works as specified in the AITB in the role of prime contractor or JV member to the main client, in India that has been satisfactorily completed, since the date as specified in AITB, and till Bid Submission Date.

2.11.2 In case of JV, the conditions under this clause 2.11 shall apply to each member of the JV.

2.11.3 For the purpose of meeting eligibility under this Clause, the Bidder / each member of Bidder in case of a JV may submit a maximum 3 (three) number of Contracts. In case the number of contracts submitted is more than the number specified above, Exim Bank shall review only the first 3 (three) contracts submitted sequentially as per the serially numbered list of Contracts. 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 2.11, and substantially completed contracts shall not be considered for evaluation.

2.11.4 In order to establish eligibility under this Clause, the following shall also apply:

- a. Only the contracts completed by the Bidder, in the capacity as prime contractor / member of JV, to the project employer, shall be considered. In particular, the contracts of parent or subsidiary or any other affiliated company of the Bidder, who is not member of the JV, unless otherwise permitted in this RFQ Document, shall not be considered.
- b. The experience of the Bidder for execution of supplies / works / contracts in-house or for a parent / promoter / subsidiary / group concerns or for Special Purpose Vehicles (SPVs), set up by the Bidder or its group companies, shall not be considered, except in case of execution of supplies / works / services / contracts awarded by Ministries of Government of India or its Departments. However, the experience of the SPV can be considered in favour of the Bidder provided it is established through documentary evidence that the SPV was established by the Bidder pursuant to a concession granted / requirement stipulated by a Project Authority who is unrelated to both the Bidder and the SPV and the Letter of Acceptance of bid / Letter of Award was issued by the Project Authority in favour of the Bidder or a JV comprising the Bidder. Further, the FAC issued by the Project Authority should indicate that the Bidder has executed the associated Works contract.
- c. Only completed contracts shall be considered for evaluation and establishing eligibility under this clause 2.11.
- d. Subcontractors' experience and resumes, if any, submitted with the Bid shall not be taken into account in determining the Bidder's compliance.

2.11.5 Forms to be submitted:

Form-VIII: General Experience, of the Bidder / each JV Member in case of a Bidder being a JV.

2.11.6 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 work executed by the Bidder, contract start and completion dates. In case of projects executed through a Special Purpose Vehicle (SPV) under a concession agreement, FAC shall be issued by the Concession Granting Authority.

- a. In case the contracts are executed by the Bidder through an SPV under a concession agreement, either singly or in joint venture, the following additional documents/information should be submitted:
 - (i) Copy of Letter of Acceptance of the bid / grant of concession issued by the Concession Granting Authority in favour of the Bidder or a JV comprising the Bidder; and
 - (ii) Copy of Concession Agreement indicating the shareholding

structure of the SPV establishing that the SPV is wholly held by the Bidder or by a JV comprising the Bidder.

- b. In case the contracts are executed by the Bidder 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 work.

2.12 Specific Experience

2.12.1 The Bidder shall demonstrate following experience by way of contracts completed **in India or overseas**, since the date **as specified in the AITB** and till the Bid Submission Date:

- a. Experience in executing at least the number and value of similar (a) Design Engineering and Construction contracts, or (b) EPC contracts; for Works **as specified in the AITB**, in the role of prime contractor or JV member to the main client / project employer, that have been satisfactorily completed during the period specified above:
- b. Additionally, the Bidder shall demonstrate either under the above contracts or under other completed contracts, completed during the period as defined in Sub-Clause 2.12.1, any other requirement **as specified in the AITB**.

2.12.2 Specific Experience of all the Members of JV on a cumulative basis would be considered for meeting the requirements stipulated under this Clause 2.12. In addition, in case of JV, each member of JV shall demonstrate experience of at least one completed contract of value not less than 50% of the value indicated under Option I in AITB clause 2.12.1(a). For meeting the requirements stipulated in clause 2.12.1(b), the Specific Experience of all the Members of JV on a cumulative basis would be considered.

2.12.3 For the purpose of this Clause 2.12, for establishing eligibility by the value (amount) of completed contract, the value of the contract awarded to the Bidder shall be brought to current costing level by enhancing the value of work at simple rate of seven percent per annum, calculated from the date of completion of contract to the Bid Due Date, as specified in this RFQ, without considering any extensions thereof, taking base of 365 days in a Year.

Illustration: Say, the RFQ is launched with Bid Due Date of July 30, 2025, and the Bidder should have completed atleast 1 contract of INR 120 for meeting eligibility under this clause. If the Bidder submits experience of one contract of INR 100, completed on May 1, 2020, then the number of years from contract completion to Bid Due Date shall be 5.25 years (May 1, 2020 to July 30, 2025) and the value of that contract shall be increased by $INR\ 100 * 7\% * 5.25\ years = INR\ 36.75$, and the eligible value of the contract shall be $INR\ 100 + INR\ 36.75 = INR\ 136.75$, which will be considered for evaluation.

2.12.4 For contracts awarded in currency other than INR, the equivalent INR shall be calculated based on date of completion of the contract using exchange rate in accordance with Clause 1.4.1(i).

Illustration: Say, the RFQ is launched with Bid Due Date of July 30, 2025, and the Bidder should have completed atleast 1 contracts of INR 150 mn for meeting eligibility under this clause. If the Bidder submits experience of one contract of USD 2 mn, completed on May 1, 2020, then

- the number of years from contract completion to Bid Due Date shall be 5.25 years (May 1, 2020 to July 30, 2025); and
- the Equivalent INR amount of USD denominated contract shall be calculated using exchange rate prevalent as on the date of end of the financial year, i.e. as on March 31, 2021 (say 73.5047) hence the equivalent INR value of contract shall be $USD\ 2 * 73.5047 = \sim INR\ 147\ mn$
- Further, the value of that contract shall be increased by $INR\ 147\ mn * 7\% * 5.25\ years = INR\ 54.02\ mn$, and the eligible value of the contract shall be $INR\ 147\ mn + INR\ 54.02\ mn = INR\ 201.02\ mn$, which will be considered for evaluation and compared with minimum requirement of INR 150 mn.

2.12.5 It is clarified that, for ascertaining eligibility on a cumulative basis, the Contract Value (or capacity if applicable) cannot be aggregated, however, the number of contracts under Options I & II can be aggregated across the JV members.

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

2.12.6 For the purpose of meeting eligibility under Clause 2.12.1(a), the Bidder 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 consider only the first 5 contracts submitted sequentially as per the serially numbered list of Contracts. 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 2.12 and substantially completed contracts shall not be considered for evaluation.

2.12.7 In order to establish eligibility under this Clause, the following shall also apply:

- a. Only the contracts completed by the Bidder, in the capacity as prime contractor / member of JV, to the project employer, shall be considered. In particular, the contracts of parent or subsidiary or any other affiliated company of the Bidder, who is not member of the JV, unless otherwise permitted in this RFQ Document, shall not be considered.
- b. The experience of the Bidder for execution of supplies / works /

contracts in-house or for a parent / promoter / subsidiary / group concerns or for Special Purpose Vehicles (SPVs), set up by the Bidder or its group companies, shall not be considered, except in case of execution of supplies / works / services / contracts awarded by the Ministries of Government of India or its Departments. However, the experience of the SPV can be considered in favour of the Bidder provided it is established through documentary evidence that the SPV was established by the Bidder pursuant to a concession granted / requirement stipulated by a Project Authority who is unrelated to both the Bidder and the SPV and the Letter of Acceptance of bid / Letter of Award was issued by the Project Authority in favour of the Bidder or a JV comprising the Bidder. Further, the FAC issued by the Project Authority should indicate that the Bidder has executed the associated Works contract.

- c. Only completed contracts shall be considered for evaluation and establishing eligibility under this clause 2.11.
- d. Subcontractors' experience and resumes, if any, submitted with the Bid shall not be taken into account in determining the Bidder's compliance.

2.12.8 Forms to be submitted:

Form-IX: Specific Experience of the Bidder / each JV Member in case of Bidder being a JV.

Form-IX(A): Additional Specific Experience if sought under Clause 2.12.1(b)

2.12.9 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 work executed by the Bidder, contract start and completion dates. In case of projects executed through a Special Purpose Vehicle (SPV) under a concession agreement, FAC shall be issued by the Concession Granting Authority.

- a. In case the contracts are executed by the Bidder through an SPV under a concession agreement, either singly or in joint venture, the following additional documents/information should be submitted:
 - (i) Copy of Letter of Acceptance of the bid / grant of concession issued by the Concession Granting Authority in favour of the Bidder or a JV comprising the Bidder; and
 - (ii) Copy of Concession Agreement indicating the shareholding structure of the SPV establishing that the SPV is wholly held by the Bidder or by a JV comprising the Bidder.
- b. In case the contracts are executed by the Bidder 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 work.

2.13 Quality Assurance

2.13.1 The Bidder shall have the ISO Accreditation / Certified Quality Management System **as specified in the AITB** valid as on the date of Bid Submission.

2.13.2 In case of JV, the conditions under this Clause 2.13 shall apply

to each member of the JV.

2.13.3 Forms to be submitted
Form-X: Certified Management System

2.14 Contractor's Equipment

2.14.1 The Bidder must confirm that it can avail and deploy the key tools & plants / equipment **as specified in the AITB** for project execution.

2.14.2 In case of Bidder being a JV, the eligibility shall be met by the JV on combined basis for the JV as a whole and not individually for each member of the JV.

2.14.3 Forms to be submitted
Form-XI: Contractor's Equipments

2.15 Skilled Human Resource

2.15.1 The Bidder must confirm that it can deploy the personnel for the key positions meeting the requirements **as specified in the AITB**.

2.15.2 Forms to be submitted
Form-XII: Skilled Human Resource

2.16 Manufacturer's Authorisation

2.16.1 In case of a Bidder who offers to supply and/or install equipment in accordance with the Scope of Works outlined under Part I, that the Bidder did not manufacture or otherwise produce, the Bidder shall submit an undertaking to submit Manufacturer's Authorization(s) for all major equipment in favour of the Bidder to bid for the subsequent contract confirming warranty support, in the event of Qualification and submission of Bid by the Bidder.

2.17 Technical Scoring

2.17.1 If **specified in the AITB**, the Bidders shall be assigned Score by the Bank against the parameters as **specified in the AITB**, for ascertaining the Qualification under this clause. "**Technical Score**" for the purpose of this Clause shall mean the evaluation score assigned by the Bank.

2.17.2 In order to establish eligibility under this Clause, the Bidders shall have obtained a minimum score **as specified in the AITB**. For avoidance of doubt, if the Bidder fails to score minimum score under Sub-Clause 2.17.2, the Bidder will be deemed to not have met the requirement under this Clause.

2.17.3 Form to be submitted
Form-XII – Information for Technical Scoring

2.18 Additional Requirement

2.18.1 If specified in AITB, the Bidder shall comply with any other additional requirement **as specified in the AITB**.

2.18.2 Forms to be submitted, if applicable:
Form-XIII: Additional Requirement

2.19 Additional Conditions for JV

In case the Bidder 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. Each member of the JV should have at-least 33.33% share in the JV. The lead member (the “**Lead Member**”) of the JV shall be the one with the highest share in the JV.
- iii. Bid 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 RFQ 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 RFQ, 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 Contractor in relation to the contract until the obligations are performed 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 Qualification, during RFP Process or currency of existence of obligations of the Contractor in the Project, with respect to the respective JV’s Bid for Qualification. The composition of the JV shall be in accordance with the conditions stipulated under the RFQ Document. The JV shall be sustained for the entire RFP Process.
- 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 Qualification Process, RFP Process and, in the event the JV is awarded the Contract, during its execution. All notices/correspondence with respect to the Qualification / 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.

2.20 Compliance with IDEAS and Public Procurement Orders

2.20.1 The Bidder (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 RFP Process.

Bidders 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

2.20.2 The Bidder 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 Exim Bank, as Exim Bank shall reasonably request.

2.20.3 Forms to be submitted

Form: Bid Submission Form.

2.21 Continued Eligibility

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

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

2.22 Acknowledgement by the Bidder

It shall be deemed that by submitting the Bid, the Bidder:

- a) is not disqualified under any disqualification criteria stipulated in the RFQ Document;
- b) met all applicable qualification requirements stipulated in the RFQ Document;
- c) acknowledged that it does not have a Conflict of Interest;
- d) made a complete and careful examination of the RFQ Document and is satisfied that the Bidder meets the eligibility criteria for Qualification under this RFQ 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 Bidder shall be liable for debarment in case of misrepresentations in the Bid or Bid, or non-performance under any subsequent agreements or incurring debarment under the Debarment Policy of Exim Bank.

2.23

2.23.1 At any time prior to the last date of submission of Bid (the “**Bid**”

**Amendment of
RFQ Document**

Due Date”), Exim Bank may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ Document by the issuance of addenda including extension of Bid Due Date.

2.23.2 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 RFQ Document.

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

SECTION-3 PREPARATION, SUBMISSION AND OPENING OF BIDS

- 3.1 Language** The Bid and all related correspondence and documents in relation to the RFQ Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid 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 Bid, the English language translation shall prevail.
- 3.2 Clarifications**
- 3.2.1 Bidders requiring any clarification on the RFQ Document may notify Exim Bank in accordance with Clause 1.6 [Correspondence with Exim Bank] and shall clearly bear the identification/title of the Project. The Bidder should send the queries before the date specified in the schedule of RFQ Process contained in Clause 1.3 [Schedule of RFQ Process].
- 3.2.2 Exim Bank shall endeavor to respond to the queries raised or clarifications sought by the Bidders 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 RFQ 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 Bidders. All clarifications and interpretations issued shall be deemed to be part of the RFQ 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 Bid** The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the RFQ Process. Exim Bank shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the RFQ Process.
- 3.4 Multiple Bids** No Bidder shall submit more than one Bid for Qualification. A Bidder applying individually or as a member of a JV shall not be entitled to submit another Bid either individually or as a member of any other JV, as the case may be. Submission of more than one Bids by a Bidder will result in the disqualification of all such Bids in which such a Bidder is involved.
- 3.5 Authorisation to Sign the Bid** The Bidder shall submit a copy of Power of Attorney as per the format at **Appendix-I**, in favor of the person duly authorized to sign on behalf of the Bidder, through an appropriate board resolution or such equivalent documentation certified by an authorized officer of the Bidder to be authentic. Certified copy of such Board resolution or such equivalent documentation shall be submitted along with the Bid.

In case the Bidder 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 Bid

3.6.1 The Bidder shall submit all the details as required in this RFQ Document. The Bidder shall ensure that all the details are updated as on the date of submission of the Bid.

3.6.2 All financial / monetary information in the Bid are required to be in currency in accordance with Clause 1.4 [Reporting Currency], unless otherwise specified in the Form.

3.6.3 The Bid shall be furnished by the Bidder in the formats as per Part-IV: Bidding Forms and Appendices. The Bid shall comprise of:

1. Evidence of payment of the Processing Fee, in accordance with Sub-Clause 1.2.5;
2. Bid Submission Form;
3. Form-I: Bidder 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: Pending Contract Litigation
5. Form-III: Contract Litigation History
6. Form-IV: Financial Status
7. Form-V: Annual EPC Turnover
8. Form-VI: Sources of Finance
9. Form-VII: Bid Capacity
10. Form-VIII: General Experience
11. Form-IX: Specific Experience
12. Form-IX(A): Additional Specific Experience (if applicable in accordance with Clause 2.12.1(b))
13. Form-X: Certified Management System
14. Form-XI: Contractor's Equipments
15. Form-XII: Skilled Human Resource
16. Form-XIII: Information for Technical Scoring
17. Form-XIV: Additional Requirements (if applicable in accordance with Clause 2.18)
18. Appendix I: Power of Attorney to sign on behalf of the Bidder
19. Appendix-II: Authorisation in favour of Lead Member
20. Appendix-III: Letter of Intent in case of Bidder being a JV.

3.7 Submission of Bid

3.7.1 The Bids shall be submitted online through the web portal which is accessible through <https://eprocure.eximbankindia.in/>. Bids submitted in any other manner shall not be considered for opening and evaluation and shall be rejected. **Only the Bid, authenticated using the the Digital Signature Certificate (DSC) of a person authorised for signing the Bid, as evidenced from the Power of Attorney referred to in Clause 3.7.2(b), shall be considered.**

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

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

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 Bidder.

3.8 Bid Due Date 3.8.1 Bids must be received by Exim Bank in the manner as specified under Clause 3.7 [Submission of Bid], no later than the Bid Due Date in accordance with Clause 1.3 [Schedule of RFQ Process] or any other date or time as may be extended in the manner provided in this RFQ Document. Bids received by Exim Bank after the date and time specified under Bid 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 Bids by amending the RFQ Document in accordance with Clause 2.23 [Amendment of RFQ Document], in which case all rights and obligations of Exim Bank and Bidder previously subject to the deadline shall thereafter be subject to the deadline as extended uniformly for all Bidders.

3.9 Opening of Bids 3.9.1 Exim Bank shall publicly open and read out all Bids received online, at the date, time and place in accordance with Clause 1.3 [Schedule of RFQ Process] and Clause 1.6 [Correspondence with Exim Bank], in the presence of Bidder'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 Bidders choose not to be represented during the opening of Bids.

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

3.9.3 The Bidder's representatives who are present for Bid Opening shall be requested to sign the record of attendance. The omission of a Bidder'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 Bids in accordance with the provisions set out in Section 4 [Evaluation of Bids] of RFQ Document.

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

3.9.6 If any information furnished by the Bidder 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 Bids and outcome thereof, shall not be disclosed to other Bidders or any other persons who is not officially concerned with the process, until information on the result of the Bid evaluation is communicated to all the Bidders.

3.10.2 Any attempt by a Bidder to influence Exim Bank in the evaluation of the Bids may result in the rejection of its Bid.

3.10.3 Exim Bank / Bidder will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Exim Bank / Bidder 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.

3.10.4 Without prejudice to the above, Exim Bank shall have the right to share the Bid and all documents comprising and forming part of the Bid, with the Borrower / Authority as specified under Clause 1.1.2.

**3.11
Correspondence
with the Bidders**

3.11.1 Save and except as provided in this RFQ Document, Exim Bank shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. However, Exim Bank would communicate the result of evaluation to all the Bidders who have submitted a Bid in accordance with the provisions of this RFQ Document and have not been summarily rejected. After completion of the evaluation process, Exim Bank shall also disclose the result of the Qualification process to the Borrower / Authority and on its website.

3.11.2 Notwithstanding the above, from the time of Bid opening to the time of declaration of results, if a Bidder wishes to contact Exim Bank on any matter related to the Qualification Process, it shall do so in writing.

SECTION-4 EVALUATION OF BIDS

4.1 Evaluation Process

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

4.1.2 After opening the Bid, Exim Bank will determine if the Bid is responsive, in accordance with Clause 4.2 [Tests of Responsiveness] (the “**Responsive Bid**”). The Bidder shall provide all the information sought under this RFQ Document. Exim Bank will evaluate only those Bids that are received as per the manner specified under Sub-Clause 3.6 [Document Comprising the Bid] and Sub-Clause 3.7 [Submission of Bid] in the required formats and complete in all respects. Incomplete Bid or Bid 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 Bids, Exim Bank will scrutinize and evaluate the Bids against the criteria specified under this RFQ. The Responsive Bids meeting the terms and conditions stipulated in the RFQ Document and meeting the requirements under Section – 2 [Eligibility Criteria and Requirements], shall be declared as “**Qualified Bidder**”.

4.1.4 To facilitate evaluation of Bids, Exim Bank may, at its sole discretion, but without any obligation to do so, seek clarifications in writing from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the 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 Bid shall be sought, offered, or permitted. Any clarification submitted by a Bidder regarding its Bid 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 Bid Opening, only for historical documents which pre-existed at the time of Bid Due Date as specified in this RFQ, without considering any extensions thereof , and which have not undergone change since then and do not grant any undue advantage to the Bidder.

4.1.6 If a Bidder does not provide clarifications sought under Sub-Clause 4.1.4 or 4.1.5 above within the prescribed time, Exim Bank shall proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the 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 Bidder, with a request to

the Bidder to confirm and rectify the issue. The following definitions shall apply with respect to evaluation of Bids:

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

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

Provided that if any deviation is waived for a Bidder, Exim Bank shall waive such deviation for other Bidders.

4.2 Tests of Responsiveness

4.2.1 As a first step towards evaluation of Bids, Exim Bank shall determine whether each Bid is responsive to the requirements of this RFQ Document. A Bid 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 Bid];
- (b) It is received by the Bid Due Date including any extension thereof;
- (c) It is signed and submitted in accordance with Clause 3.6 [Documents comprising the Bid];
- (d) Documents listed at Sub-Clause 3.7.2 are received physically at the address as specified in Clause 1.6 [Correspondence with Exim 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 RFQ Document;
- (g) It contains certificates from its auditors in the formats specified in this RFQ Document; and
- (h) It does not contain any condition or qualification, unless explicitly sought by Exim Bank in accordance with this RFQ Document.

4.2.2 Exim Bank shall reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be

entertained by Exim Bank in respect of such Bid after the Bid Due Date. Exim Bank may, at its sole discretion, accept minor deviation/ reservation/ omission while establishing responsiveness of the Bid in accordance with Sub-Clause 4.1.7.

4.3 Evaluation of Bid

4.3.1 For the Responsive Bids, the Qualification of the Bidders 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 RFQ Document and no other methods, criteria, or requirements shall be used. Exim Bank reserves the right to waive minor deviations from the Qualification criteria if they do not materially affect the technical capability and financial resources of a Bidder to perform the contract.

4.3.2 The qualification, experience and resumes of sub-contractor(s), if any, submitted by the Bidder will not be considered for evaluation of the Bid.

4.3.3 The evaluation of the Bidders for Qualification shall be on pass/fail basis. For evaluating eligibility under Technical Scoring, the Bank shall assign scores to various criteria specified under Clause 2.17 and the overall score assigned to the Bidder shall be evaluated on Pass / Fail basis, against the minimum score specified under Clause 2.17.2.

4.4 Qualification of Bidders

All Bidders, whose Bid is responsive and substantially meets or exceeds the specified eligibility criteria under this RFQ Document, and assigned Technical Score greater than or equal to the minimum score specified under Clause 2.17.2, shall be declared as “**Qualified Bidders**”.

4.5 Notification of Qualification

4.5.1 Exim Bank shall notify the result of the RFQ Process through a letter to the Qualified Bidders and to the Bidders not meeting the RFQ criteria (the “**Disqualified Bidders**”).

4.5.2 Bidders that have not been Qualified may write to Exim Bank no later than 7 calendar days after the date of intimation by Exim Bank, of the result of RFQ Process, to request clarifications regarding the grounds on which they were not Qualified.

4.5.3 Exim Bank shall also be publicly disclosing the result of RFQ 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 Qualified Bidders 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 Bidder in response to this RFQ Document, including cross checking of the completion certificates/testimonials with the Project Authorities issuing such certificates. The Bidder 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 Bidder of its obligations or liabilities hereunder nor will it affect any rights of Exim Bank thereunder.

4.8 Rejection of Bid

4.8.1 Exim Bank reserves the right to reject any Bid if it is discovered that the Bidder has made misleading or false representations in the forms, statements, affidavits, and attachments submitted as a part of the Bid. If the Bidder 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 RFQ Document, Exim Bank reserves the right to reject any or all Bids and/or to annul the RFQ 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 Qualification Process and/ or amend and/ or supplement the Qualification Process or modify the dates or other terms and conditions relating thereto;
 - b. consult in writing with any Bidder in order to receive clarification or further information;
 - c. select or not to select any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - d. retain any information and/ or evidence submitted to Exim Bank by, on behalf of, and/ or in relation to any Bidder;
 - e. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.2 It shall be deemed that by submitting the Bid, the Bidder 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 RFQ 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 Bidder 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 Bidder. It is clarified that obtaining necessary approvals pertaining to the **“Foreign Exchange Management Act,1999”** (FEMA) from the Reserve Bank of India / Authorised Banks, shall be the sole responsibility of the Bidder.
- 5.4 The Bidder 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 RFQ Process / RFP Process or the execution of resultant contracts.
- 5.5 The Bidder 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 Qualification 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 a Bidder in the process of submission of this Bid 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 Bid, recommend rejection of Bid or proposal to award the contract or the subsequent contract performance and declare the Bidder ineligible to be awarded future contract. Such Bidder shall not be eligible to participate in any RFQ / Bidding / Procurement conducted by Exim Bank or any other project being funded by Exim Bank.
- 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 Qualification Process / RFP Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Exim Bank / Authority who is or has been associated in any manner, directly or indirectly, with the Qualification Process / RFP 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 / Exim Bank, shall be deemed to constitute influencing the actions of a person connected with the RFP Process); or (ii) save and except as permitted under Paragraph 2.2.1(d), engaging in any manner whatsoever, whether during the Qualification Process / RFP 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 Qualification Process / RFP 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 Bidders, 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 Qualification Process / RFP 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 Qualification Process / RFP Process; or (ii) having a Conflict of Interest;
- f) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Qualification Process / RFP Process; and
- g) “**Obstructive practice**” means any practice which materially impede the Exim Bank’s / Authority’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 Exim Bank’s / Authority’s rights of audit or access to information.

5.8 In further pursuance of this policy, the Bidder 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 RFQ Process, Bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by Exim Bank.

PART-III: APPENDIX TO INSTRUCTIONS TO BIDDERS**SECTION-6 APPENDIX TO INSTRUCTIONS TO BIDDERS**

Following Clauses, wherever appearing in the ITB, 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 ITB and that in the AITB, the provisions contained in the AITB shall prevail.

Section-1: Introduction

Condition	Clause	Particulars	
Borrower	1.1.2	<i>ECOWAS Bank for Investment and Development (EBID)</i>	
Authority	1.1.2	<i>Ministry of Technical & Higher Education, Government of Sierra Leone</i>	
Project	1.1.2	<i>Construction of Kono University of Science and Technology, Koidu, Kono, Sierra Leone</i>	
Estimated Cost of Contract	1.1.3	<i>USD 21,220,000.00 (US Dollars Twenty-One Million Two Hundred Twenty Thousand Only)</i>	
Estimated Duration of Contract and period of maintenance	1.1.3	<i>Construction Period: 24 months Defects Liability Period: 12 months Comprehensive Maintenance Period: 60 months</i>	
Processing Fee	1.2.5	An upfront and non-refundable amount of INR 59,000 including Processing Fee of INR 50,000 (Indian Rupees Fifty Thousand Only) plus applicable GST (presently 18%) is payable through NEFT transfer as per details given below by each Bidder:	
		Bidder's Name	<Bidder's Name>
		Name of Beneficiary	Export-Import Bank of India
		Beneficiary's Bank Name	Export-Import Bank of India
		Account No.	HO00INR11011004
		IFSC Code	EIBI0H0001
		GST Number	27AAACE2769D1ZS
		Narration to be inserted for NEFT	GOILOC-284(P-11)/ EBID/ EPC-106
Pre-Bid Meeting	1.2.6 (a)	Pre-Bid meeting shall be conducted through both Online and Physical Mode. Date, time and place for the Pre-Bid meeting in the physical mode and link for joining the Pre-Bid meeting in online mode shall be communicated to the participants confirming the intent to participate in the Pre-Bid Meeting in accordance with this Clause 1.2.6(a)	

Schedule of RFQ Process	1.3	Exim Bank shall adhere to the schedule of RFQ Process as specified under
Event Description		Date
Pre-Bid meeting		March 10, 2026, 1000 Hrs
Last date for receiving queries		March 09, 2026, 1800 Hrs
Bid Due Date and Time		March 24, 2026, 1500 Hrs
Physical Submission of Documents		March 24, 2026, 1500 Hrs
Opening of Bids [Date and Time]		March 24, 2026, 1530 Hrs

Reporting Currency or RC	1.4.1	Currency - Indian Rupees (INR) Units - Crore																																				
Exchange Rate for Conversion between USD and INR	1.4.1.i	<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>62.5200</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>83.3411</td><td>0.0120</td></tr> <tr><td>31-Mar-25</td><td>85.5814</td><td>0.0116</td></tr> </tbody> </table>	As of	USD 1 = INR	1 INR=USD	31-Mar-15	62.5200	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	83.3411	0.0120	31-Mar-25	85.5814	0.0116
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Correspondence with Exim Bank	1.6	Details of Exim Bank for Communication, Clarifications, Pre-Bid Meeting, Bid Due Date and Bid Opening: Shailendra Gupta Assistant General Manager Export-Import Bank of India 7 th Floor, Adjacent Ring Road Kidwai Nagar [East] New Delhi – 110023 Email: infragroup@eximbankindia.in																																				

Section-2: Qualification Criteria and Requirements

Condition	Clause	Particulars
Period for ascertaining Past Contract Non-Performance	2.6.1	Since March 01, 2021

Financial Year for ascertaining Positive Adjusted Networth	2.7.1	FY 2024-25																		
Period for ascertaining Contract Litigation History	2.8.1	Since March 01, 2021																		
Period for ascertaining Financial Status and Capacity	2.9.1	FY 2020-21 to FY 2024-25																		
Annual EPC/ Construction Revenue	2.9.1 (c)	INR 96.86 crore																		
Minimum required to Liquid Assets	2.9.1 (d)	INR 24.19 crore																		
General Experience	2.11.1	Construction of multistoried non-residential commercial building in India																		
Cutt off Date for ascertaining General Experience	2.11.1	Starting from March 01, 2019, and up to Application Due Date																		
Cut off Date for ascertaining Specific Experience	2.12.1	Starting from March 01, 2019, and up to Application Due Date																		
Specific Experience	2.12.1(a)	At least the number and value of similar EPC contracts for construction of multi-storied non-residential commercial buildings shall be as mentioned below: <table border="1" data-bbox="726 1093 1380 1545"> <thead> <tr> <th></th> <th>No. of Contracts</th> <th>Value of each contract³ or construction built-up area (in square meters)</th> </tr> </thead> <tbody> <tr> <td>Option I</td> <td>3</td> <td>INR 77.41 crore / 14,500 sqm</td> </tr> <tr> <td colspan="3" style="text-align: center;">OR</td> </tr> <tr> <td>Option II</td> <td>2</td> <td>INR 96.86 crore / 18,000 sqm</td> </tr> <tr> <td colspan="3" style="text-align: center;">OR</td> </tr> <tr> <td>Option III</td> <td>1</td> <td>INR 154.92 crore / 29,000 sqm</td> </tr> </tbody> </table>		No. of Contracts	Value of each contract ³ or construction built-up area (in square meters)	Option I	3	INR 77.41 crore / 14,500 sqm	OR			Option II	2	INR 96.86 crore / 18,000 sqm	OR			Option III	1	INR 154.92 crore / 29,000 sqm
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Any other requirement under Specific Experience	2.12.1(b)	The scope under the above contracts shall collectively or under other completed contracts demonstrate experience involving the following: <p>a) Construction of non-residential buildings comprising Ground Floor plus 2 story or more; and</p>																		

³ For conversion of currency to Reporting Currency, refer to Clause 1.4 [Reporting Currency]

		<p>b) Construction of RCC framed structure building consisting of HVAC system, Fire Fighting System, Mechanical, Electrical and Plumbing works and external development.</p> <p>In case of JV, the requirements under this Sub-Clause 2.12.1(b) shall be met as below:</p> <p>Past experience of JV member fully meeting one or more technical aspects listed in this Sub-Clause 2.12.1(b), may be considered on combined basis for meeting the experience required under Clause 2.12 [Specific Experience].</p>																																																
Quality Assurance	2.13	<p>(a) Quality Management System equivalent / similar to ISO 9001, and</p> <p>(b) Environmental Management System equivalent/similar to ISO 14001</p>																																																
Equipment	2.14	<p>List of key tools & plants/ equipment for execution of the scope of work is as follows:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Equipment</th> <th>Typical Capacity / Specification</th> <th>Nos.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Hydraulic Excavator</td> <td>0.3–1.0 m³ bucket</td> <td>02</td> </tr> <tr> <td>2</td> <td>Backhoe Loader</td> <td>0.3 m³ (front) / 0.1 m³ (rear)</td> <td>04</td> </tr> <tr> <td>3</td> <td>Bulldozer</td> <td>110–160 HP</td> <td>02</td> </tr> <tr> <td>4</td> <td>Tipper / Dumper</td> <td>10–16 MT</td> <td>08</td> </tr> <tr> <td>5</td> <td>Vibratory Roller</td> <td>8–10 MT</td> <td>02</td> </tr> <tr> <td>6</td> <td>Plate Compactor</td> <td>100–500 kg</td> <td>04</td> </tr> <tr> <td>7</td> <td>Water Tanker</td> <td>5,000–10,000 litres</td> <td>04</td> </tr> <tr> <td>8</td> <td>Batching Plant (if required)</td> <td>20–30 m³/hr</td> <td>01</td> </tr> <tr> <td>9</td> <td>Concrete Mixer</td> <td>0.4–0.6 m³</td> <td>04</td> </tr> <tr> <td>10</td> <td>Transit Mixer</td> <td>6–8 m³</td> <td>06</td> </tr> <tr> <td>11</td> <td>Concrete Pump (Line / Boom)</td> <td>30–40 m³/hr</td> <td>02</td> </tr> </tbody> </table>	Sr. No.	Equipment	Typical Capacity / Specification	Nos.	1	Hydraulic Excavator	0.3–1.0 m ³ bucket	02	2	Backhoe Loader	0.3 m ³ (front) / 0.1 m ³ (rear)	04	3	Bulldozer	110–160 HP	02	4	Tipper / Dumper	10–16 MT	08	5	Vibratory Roller	8–10 MT	02	6	Plate Compactor	100–500 kg	04	7	Water Tanker	5,000–10,000 litres	04	8	Batching Plant (if required)	20–30 m ³ /hr	01	9	Concrete Mixer	0.4–0.6 m ³	04	10	Transit Mixer	6–8 m ³	06	11	Concrete Pump (Line / Boom)	30–40 m ³ /hr	02
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				12	Brick / Block Cutting Machine	350–400 mm blade	02
				13	Bar Bending Machine	Up to 32 mm	02
				14	Bar Cutting Machine	Up to 40 mm	02
				15	Diesel Generator Set	62.5–250 kVA	02
				16	Welding Machine	300–400 A	02
				17	Air Compressor	5–10 HP	02
				18	Pressure Testing Pump	Up to 10 bar	02
				<p><i>Note: The above list of equipment is an indicative list. The complete list of equipment would be made available at Tender stage. The Contractor shall arrange any additional equipment, tools, or machinery necessary to complete the works on time and in accordance with quality standards, at no extra cost to the Employer.</i></p>			
Skilled Human Resource		2.15		<p><i>Note: The below list of manpower requirement is an indicative list. The complete list would be made available at Tender stage</i></p>			
Sr. No	Position	Number	Minimum Academic Qualification *	Specialisation	Specific Experience	Overall Experience	
1	Project Manager	01	B.E./B.Tech – Civil	High-rise & large building project management	≥10 years as Project Manager in building projects	≥15 years	

2	Construction Manager	01	B.E./B.Tech – Civil	RCC structures, construction methodology	≥8 years in building construction management	≥12 years
3	Planning Engineer	01	B.E./B.Tech – Civil + Primavera/ MSP	Primavera P6 / MS Project, resource planning	≥5 years in planning & scheduling of building projects	≥8 years
4	Billing / QS Engineer	01	B.E./B.Tech / Diploma – Civil	BOQ, RA bills, variation & claims	≥5 years in billing & BOQ for building works	≥8 years
5	Site Engineer – Civil	04	B.E./B.Tech / Diploma – Civil	RCC, formwork, finishing coordination	≥3 years in RCC & finishing works	≥5 years
6	Site Engineer – MEP	02	B.E./B.Tech / Diploma – Electrical	Electrical, MEP work coordination	≥5 years in Electrical /MEP works	≥8 years
7	QA/QC Engineer	01	B.E./B.Tech / Diploma – Civil	QA plans, IS codes, concrete & finishing QA	≥5 years in QA/QC for RCC & finishing	≥7 years
8	Safety Officer	01	Diploma / Degree in Safety + NEBOSH	Construction safety, HIRA, work at height	≥3 years in building construction safety	≥5 years
9	Surveyor	02	Diploma in Survey	Building layout, total station survey	≥5 years in building layout & levelling	≥8 years

10	Document Controller	01	Graduate	Contract documentation & drawing control	≥3 years in project documentation	≥5 years
<i>* or acceptable equivalent qualification.</i>						
Applicability of Scoring		2.17.1	No			
Parameters for Technical scoring		2.17.1	Not Applicable			
Minimum score for Technical Qualification		2.17.2	Not Applicable			
Additional Requirements		2.18	Not Applicable			

PART-IV: BIDDING FORMS AND APPENDICES

BID SUBMISSION FORM

[To be filled by the Bidder / Lead Member of Bidder on behalf of the JV.]

To,

Export-Import Bank of India
7th Floor, Adjacent Ring Road
Kidwai Nagar [East]
New Delhi – 110023

Dear Sir,

Sub: Bid Submission and Declaration

Name of Bidder / Lead Member:

Name of JV Member(s), if applicable:

1. With reference to your RFQ Document dated including Addendums, we, having examined the RFQ Document and understood its contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/We acknowledge that Exim Bank will be relying on the information provided in the Bid and the documents accompanying the Bid for Qualification of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and in Forms, are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of Qualification as a Bidder for the captioned Project and Bidding for the Project thereof.
4. I/We confirm that I/we meet all the criteria specified in the RFQ Document and agree and undertake to abide by all the terms and conditions of the RFQ Document and I/we shall make available to Exim Bank any additional information it may find necessary or require to supplement or authenticate the Bid. I/We, however, understand that Exim Bank is not bound to seek such additional / supplemental information and may conclude its assessment of this Bid based on submissions made by me/us herewith.
5. I/We confirm that I/we am/are an Indian entity, as prescribed in the manner provided in the RFQ Document and I/we do not have our beneficial owners in a country which restricts the participation of bidders from India in its own tendering.
6. I/We agree and understand that the Bid is subject to the provisions of the RFQ Document. In no case, we shall have any claim or right of whatsoever nature if we are not Qualified for the Project or our Bid is not opened or rejected in accordance with the terms and conditions of the RFQ Document.
7. I/We declare that:

- a) I/We have examined and have no reservations to the RFQ Document, including any Addendum issued by Exim Bank;
- b) I/We do not have any Conflict of Interest in accordance with provisions of the RFQ 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 RFQ 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; and
- 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 I / we have no instance of contract non-performance as a result of our default;
- i) 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 Bid, for projects in which we are acting as the 'Contractor', including but not limited to abandoning the work, 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
- j) I/We confirm that I/we have no record of rescission of contract as a part of a joint venture.

8. 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 RFQ 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 Qualification or RFP Process.

- c) I/ We have not, during the RFQ 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 RFQ Process connected directly or indirectly with the RFQ 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 RFQ Process, RFP 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.
9. 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 a Bid for the Project.
10. 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.
11. 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, or Ministry/Authority of Government of India (GOI) or the Authority's Country or Exim Bank, in accordance with extant rules and procedures, or (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 (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.
12. 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).
13. I/We undertake that in case due to any change in facts or circumstances during the RFQ Process and/or RFP Process and/or contract execution, we are attracted by the provisions of disqualification in terms of the provisions of the RFQ Document, we shall intimate Exim Bank of the same immediately.

14. 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 Bidder or the Bidder's spouse) in our employment any near relations of persons involved in decision making in the Project at the Authority / Exim Bank.
15. I/We undertake in the event that we are Qualified and invited to submit a bid, to arrange and deploy all the equipments, required to be deployed at site, in accordance with the RFQ Document.
16. I/We undertake in the event that we are Qualified and invited to submit a bid, to arrange and deploy key staff meeting the experience and qualification requirements, in accordance with the RFQ Document.
17. I/We undertake, in the event that we are Qualified and invited to submit a bid, to submit manufacturer's authorization(s) in our favour (a) to bid for the supply of equipment for the tender under reference; (b) confirming guarantee / warranty support for the equipment bid for by us; and (c) confirming that the equipment being bid for to be supplied shall be new and unused.
18. I/ we confirm that no legal, financial or technical adviser of the Authority / Exim Bank in relation to the Project is engaged by us.
19. I/We acknowledge the right of Exim Bank to reject our Bid 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. 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 Exim Bank in connection with the Qualification of the Bidder, or in connection with the RFQ Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
20. 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 / Bidders from India and on sub-contracting to contractors from such countries, and confirm that I/we do not belong to such country in accordance with the provisions of the said order dated February 23, 2024; I/We certify that I/we shall not sub-contract any work to an Agency from such countries unless such Agency is registered with the Competent Authority. 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-contractors shall submit, at Exim Bank's request, evidence of the origin of materials, equipment and services.
21. I/We agree to adhere to the provisions of IDEAS Guidelines, inter alia the requirement of meeting minimum percent (%) Indian Content.

22.I/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/ has 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-contractors. The Project Authority retains exclusive responsibility for the preparation and implementation of the RFP Process and the performance of the Agreement.

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

Notes:

- a) Form to be filled by the Bidder / Lead Member of Bidder on behalf of the JV.
- b) During Online Submission, please mention N/A in the Name of JV in case the Bidder is a single Entity.
- c) Physical Document / Hard Copy of the Form is not required to be submitted or uploaded during online submission. The details to be directly entered in the online form. Only the Supporting Documents mentioned below are required to be submitted as Physical Document and copy to be uploaded.

Supporting Documents to be Uploaded:

- a) Evidence of payment of the Processing Fee
- b) Power of Attorney (POA) for signing the Bid as per the format at Appendix-I of RFQ Document or the Board Resolution in favour of signatory;
- c) In case of JV, Power of Attorney by each member of JV as per the format at Appendix-II of RFQ Document;
- d) In case of JV, the JV Agreement or the Letter of Intent for forming Joint Venture as per the format at Appendix-III of the RFQ Document.

FORM-I: BIDDER INFORMATION FORM

[To be filled by Bidder if being a Single Entity or as Lead Member of JV.]

Bidder'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>
Bidder's country* of registration: <i>[indicate country of Constitution]</i>
Bidder's actual year of incorporation: <i>[indicate year of Constitution]</i>
Bidder's legal address [registered in India]: <i>[insert street/ number/ town or city/ country]</i>
Bidder's GST Number:
Bidder's PAN:
Bidder'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>
Bidder's Authorised Representative Photo ID Document:
Bidder's Authorised Representative Photo ID Number:

In case of a JV, Information regarding percentage share 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 Bidder or for each member of JV in case of a JV, to be submitted as below:

- a. Copy of Memorandum and Articles of Association, if the Bidder 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 Bidder
 - i. Where Bidder is a single entity, the Power of Attorney as per format at **Appendix-I**;
 - ii. A copy of relevant Company Board Resolution referred to item (g).
 - iii. Letter of intent as per format at **Appendix-III** to form JV, in case of JV.
- h. A Government issued document for photo identification of the Authorised Signatory

Note:

- a) Form to be filled by the Bidder / Lead Member of Bidder on behalf of the JV.
- b) Physical Document / Hard Copy of this form is not required to be submitted or uploaded during online submission. Only the details to be entered in this form.
- c) It is mandatory to upload the Supporting Documents along with the information submitted online.
- c) During online submission, mention "NA" for JV information in case the Bidder is a Single Entity

FORM-I(A): Details of JV Members

[The following form is in addition to Form I and applicable to the JV Members only. Details to be provided for each JV. Hard Copy not required to be submitted or uploaded. Data to be entered in the Bidding Software]

JV Member's name: <i>[insert full name of Bidder's JV Member]</i>
JV Member's country* of registration: <i>[indicate country of registration]</i>
JV Member's date of constitution: <i>[indicate date of constitution in dd/mmm/yyyy]</i>
JV Member's legal address registered in India: <i>[insert street/ number/ town or city/ country]</i>
JV Member's GST Number
JV Member's PAN Number
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>

Supporting certificates / documents:

- a. Copy of Memorandum and Articles of Association, if the Bidder 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 Bidder
 - i. The Power of Attorney by each member of JV as per the format at **Appendix-II**;
 - ii. A copy of relevant Company Board Resolution referred above.
 - iii. Letter of intent as per format at **Appendix-III** to form JV, in case of JV.
- h. A Government issued document for photo identification of the Authorised Signatory

FORM-II: PENDING CONTRACT LITIGATION

[Ref Clause 2.7]

Pending Litigation:

Are there any instances of Pending Contract Litigations: Yes / No

If any Contract Litigation is Pending, provide the following details:

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

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

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

Information pertaining to: *[Insert name of Lead Member / Non-Lead Member as applicable]*

Amount in Reporting Currency and Unit

Year of dispute	Amount in dispute (original currency and amount)	Contract Identification	Amount in dispute (equ INR Crore) (Exchange Rate used, if any)	Amount of specific provision already made, if any
<i>[insert financial year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, date, value and any other identification]</i> Contract Value: <i>[Value in Original Currency]</i> 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 "Contractor"]</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]</i>
	<i>Total:</i>			<i>Total:</i>

Notes:

a) The Form should be filled by each member of the JV, if applicable.

b) In case there are pending contract litigations, the aggregate value of such pending litigations should be entered online and details to be uploaded in a PDF file in the format provided in "Form: Pending Contract Litigations"

c) Exchange rate in accordance with Clause 1.4.1(ii) of the RFQ Document to be used for conversion from Reporting Currency to Equ. INR, if required.

FORM-III: CONTRACT LITIGATION HISTORY

[Ref Clause 2.8]

Are there any instances of litigation since the date preceding five (5) years from the Bid Due Date: [Yes / No]

If Contract Litigation Awarded, provide details:

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

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

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

Information pertaining to: *[Insert name of Lead Member / Non-Lead Member as applicable]*

Amounts in Reporting Currency and Unit

Year of award	Award against the Bidder (in Original Currency)	Award against the Bidder (Amount in Reporting Currency and Unit) (along with Exchange Rate used, if any)	Contract Identification	Total Contract Amount
<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 "Contractor"]</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 Bidder]</i>	<i>[insert Amount]</i>
		<i>Total:</i>		

Notes:

- a) The Form should be filled by each member of the JV, if applicable.*
- b) In case there is a history of litigation with Award against the Bidder, the aggregate value of such data should be entered and details to be uploaded in a PDF file as per format provided in "Form: Contract Litigation History" of the RFQ Document*
- c) Exchange rate prevalent for the respective financial year, in accordance with Clause 1.4.1(i) to be used for conversion from Reporting Currency to Equ. INR, if required.*

FORM-IV: FINANCIAL STATUS*[Ref Clause 2.9(a) and 2.9(b)]*

[The following table shall be filled in for the Bidder 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 Bid.]

Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*RFQ No. and title: *[insert RFQ Number and title]*Information pertaining to: *[Insert name of JV leader or JV member/s]***Financial data****Amount in Reporting Currency and Unit**

Type of Financial information	Historic information for previous five (5) years				
	LFY-4 Years	LFY-3 Years	LFY-2 Years	LFY-1 Year	LFY [Last completed Financial Year]
Share Holder's Fund					
Loan Fund					
Application of Fund					
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					
Net Worth					
Net Worth					
Information from Income Statement					
Income					
Expenditure					
Profit/(Loss) Before Tax (PBT)					
Profit/(Loss) After Tax (PAT)					
Information From Cash Flow Statement					

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*

Note: Mention the Financial Years at the time of filling in the Form

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

Stamp

Date:

Place:

UDIN:

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

- a. Copies of duly audited complete annual accounts⁴ of the Bidder and of each member (in case of Joint Venture) for preceding 5 years as specified in Sub-Clause 2.9.1 which shall:
 - i. reflect the financial situation of the Bidder 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 Bidder 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 Bidder;

Notes:

(a) Mention the Financial Years at the time of filling in the Form

(b) The Form should be filled for each member of the JV, if applicable,

(c) For online submission, it is mandatory to upload the Form duly certified by an Independent Chartered Accountant

⁴ Provided that in case the annual accounts for the latest Accounting Year are not audited and therefore the Bidder cannot make it available, the Bidder shall provide provisional results for the latest Accounting Year. In such a case, the Bidder shall also provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

- (d) LFY means Last completed Financial Year. For instance if the Bid is being submitted in FY 2024-25, the LYF shall be FY 2023-24, LFY-1 shall be FY 2022-23, LFY-2 shall be FY 2021-22 and so on.*
- (e) For online submission, in case JV details are not applicable, "0" to be entered*
- (e) Uploading Supporting documents, as specified in the RFQ Document, is mandatory*

FORM-V: ANNUAL EPC / CONSTRUCTION TURNOVER*[Ref: Clause 2.9(c)]*

[The following table shall be filled in for the Bidder 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 Bid.]

Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*RFQ No. and title: *[insert RFQ Number and title]*Information pertaining to: *[Insert name of JV leader or JV member/s]***Amount in Reporting Currency and Unit**

Year	EPC / Construction Turnover Amount			Total Turnover
	Contracts in India	Overseas Contracts	Total EPC Turnover	
	[A]	[B]	C = [A+B]	
LFY				
LFY – 1 Year				
LFY – 2 Years				
LFY – 3 Years				
LFY – 4 Years [Last completed Financial Year]				

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

Stamp

Date:

Place:

UDIN:

Notes:

(a) The Form should be filled for each member of the JV, if applicable

(b) For online submission, it is mandatory to upload the Form duly certified by an Independent Chartered Accountant

(c) Exchange rate for the respective financial year, in accordance with Clause 1.4.1(i) to be used for conversion from INR to Reporting Currency, for amounts reported in Reporting Currency in this form

(d) LFY means Last completed Financial Year. For instance if the Bid is being submitted in FY 2024-25, the LYF shall be FY 2023-24, LFY-1 shall be FY 2022-23, LFY-2 shall be FY 2021-22 and so on.

(e) For online submission, in case JV information is not applicable, "NA" to be selected in Financial Year and "0" to be mentioned in the data cells.

FORM-VI: SOURCES OF FINANCE*[Ref: Clause 2.9(d)]**[Specify sources of finance to meet the cash flow requirements for contracts currently in progress]*Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*RFQ No. and title: *[insert RFQ Number and title]*Information pertaining to: *[Insert name of JV leader or JV member/s]***VII.1 Details of Credit Facilities available to the Bidder****Amount in Reporting Currency and Unit**

Sr. No.	Type of Facility	Sanctioned Limit	Utilised Limit	Unutilised Limit
A.	Fund Based Limits			
	a.			
	b.			
	c.			
B.	Total Fund Based			
C.	Non-fund Based Limits			
	A			
	B			
	C			
D.	Total Non –fund Based			
E.	Total Fund and Non-fund Based Limit			

VII.2 Details of Liquid Assets such as cash and bank balance, marketable securities and any other financial means which may be used meet the cash flow requirements for works currently in progress by the Bidder

Amount in Reporting Currency and Unit

Sr No	Type of Liquid Assets	Amount
1.		
2.		

3.		
----	--	--

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

Stamp

Date:

Place:

UDIN:

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

Statement of Consolidated Credit Facilities (sanctioned, utilised and available) from Lead Banker or respective Bank statements duly attested by the respective banks.

Notes:

- (a) The Form should be filled for each member of the JV, if applicable. For online submission, only the Aggregate Amounts to be mentioned. The details to be provided in the supporting form certified by CA.*
- (b) For online submission, it is mandatory to upload the Form duly certified by an Independent Chartered Accountant along with other supporting documents.*
- (c) Exchange rate in accordance with Clause 1.4.1(ii) to be used for conversion from INR to Reporting Currency, for amounts reported in Reporting Currency in this form*
- (d) For online submission, in case JV information is not applicable, "0" to be mentioned in the data cells.*

FORM-VII: BID CAPACITY

[Ref: Clause 2.10]

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

Reporting Currency [*Enter Reporting Currency* in accordance with Clause ____]

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

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

RFQ No. and title: [*insert RFQ Number and title*]

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

Amount in Reporting Currency and Unit

Contract Identification	Role of Bidder	Start Date	Contractual Completion Date	Intended/ Revised Completion Date	Residual period for completion (in years)	Residual Value of Work in Currency of contract	Residual value of Work	Annual Residual value of Work
1	2	3	4	5	6		7	[7/6]
Contract Ref: Brief Title of the works: Amount of contract: [<i>insert amount in currency, mention currency used, exchange rate and Reporting Currency*</i>] Name & Address of Employer:	[<i>insert "Prime Contractor" or "JV Member"</i>]	[<i>indicate date as dd/mmm/yyyy</i>]	[<i>indicate date as dd/mmm/yyyy</i>]	[<i>indicate date as dd/mmm/yyyy</i>]	[<i>Insert period in years starting from Bid Due Date. In case less than a year, value to be considered shall be 1</i>]		[<i>Insert Amount including amount billed but pending payment up to deadline for submission of Bid</i>]	[<i>Insert Amount</i>]

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

Stamp

Date:

Place:

UDIN:

Notes:

- (a) The Form should be filled for each member of the JV, if applicable*
- (b) For online submission, it is mandatory to upload the Form duly certified by an Independent Chartered Accountant*
- (c) Exchange rate in accordance with Clause 1.4.1(ii) to be used for conversion from INR to Reporting Currency, for amounts reported in Reporting Currency in this form*
- (d) For online submission, in case JV information is not applicable, "0" to be mentioned in the data cells.*
- (e) For Residual Period for completion, in case the residual time is less than 1 year, the value should be considered as 1 (one)*

FORM-VIII: GENERAL EXPERIENCE*[Ref: Clause 2.11]**[The following table shall be filled in for the Bidder and in the case of a JV, for each Member]*Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*RFQ No. and title: *[insert RFQ 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.]**Amount in Reporting Currency and Unit*

Contract Identification	Start Date	Initial Contractual End Date	Actual Completion Date and Reasons for delay, if any	Role of Bidder
Contract name: <i>[insert full name]</i> Brief Description of the works performed by the Bidder: <i>[describe works 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 Contractor" or "JV Member"]</i>

Supporting certificates / documents, for Bidder or for each member of JV in case of a JV, 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 work executed by the Bidder, contract start and completion dates. In case of projects executed through a Special Purpose Vehicle (SPV) under a concession agreement, FAC shall be issued by the Concession Granting Authority.

- b. In case the contracts submitted under this Clause are executed by the Bidder through an SPV under a concession agreement, either singly or in joint venture, the following additional documents/information should be submitted:
 - i. Copy of Letter of Acceptance of the bid/grant of concession issued by the Concession Granting Authority in favour of the Bidder or a JV comprising the Bidder; and
 - ii. Copy of Concession Agreement indicating the shareholding structure of the SPV establishing that the SPV is wholly held by the Bidder or by a JV comprising the Bidder;
- c. In case the contracts submitted under this Clause are executed by the Bidder 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 work.

Notes:

- (a) For Online Submission Physical Document / Hard Copy of the Form is not required to be submitted or uploaded. Details to be entered in Bidding Software*
- (b) Exchange rate for the respective financial year, in accordance with Clause 1.4.1(i) to be used for conversion from INR to Reporting Currency, for amounts reported in Reporting Currency in this form. The respective financial year shall mean the year in which the contract was signed.*
- (c) Uploading Supporting documents, as specified in the RFQ Document, is mandatory*
- (d) For online submission, minimum number of contracts required to be submitted under this form is 1 (one). Enter N/A for fields not applicable*
- (e) It is mandatory to upload the supporting documents online*

FORM-IX: SPECIFIC EXPERIENCE*[Ref: Clause 2.12.1(a)]*

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

Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*RFQ No. and title: *[insert RFQ Number and title]*Information pertaining to: *[Insert name of JV leader or JV member/s]**Amount in Reporting Currency and Unit*

Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Contract date	<i>[dd/mmm/yyyy]</i>		
Completion date	<i>Contractual: [dd/mmm/yyyy]</i>	<i>Actual: [dd/mmm/yyyy]</i>	
Role in Contract <i>[check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	
Total Contract Amount	<i>[insert total contract amount in contract currency]</i>	<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 a percentage amount]</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>		
For the above contract, mention the following attributes			
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. Rate of execution for key items	<i>[insert execution rates for key items]</i>		
5. Other Characteristics	<i>[insert other characteristics as appropriate]</i>		

Note: Rate implies the quantity executed in unit time e.g. cubic meters of earthwork per annum, etc.

Supporting certificates / documents, for Bidder or for each member of JV in case of a JV, 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 work executed by the Bidder, contract start and completion dates. In case of projects executed through a Special Purpose Vehicle (SPV) under a concession agreement, FAC shall be issued by the Concession Granting Authority.
- b. In case the contracts submitted under this Clause are executed by the Bidder through an SPV under a concession agreement, either singly or in joint venture, the following additional documents/information should be submitted:
 - i. Copy of Letter of Acceptance of the bid/grant of concession issued by the Concession Granting Authority in favour of the Bidder or a JV comprising the Bidder; and
 - ii. Copy of Concession Agreement indicating the shareholding structure of the SPV establishing that the SPV is wholly held by the Bidder or by a JV comprising the Bidder.
- c. In case the contracts submitted under this Clause are executed by the Bidder 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 work.

Notes:

- (a) For Online Submission Physical Document / Hard Copy of the Form is not required to be submitted or uploaded. Details to be entered in Bidding Software*
- (b) Exchange rate for the respective financial year, in accordance with Clause 1.4.1(i) to be used for conversion from the contract currency to INR to Reporting Currency, for amounts reported in Reporting Currency in this form. The respective financial year shall mean the year in which the contract was signed.*
- (c) Uploading Supporting documents, as specified in the RFQ Document, is mandatory*
- (d) For online submission, minimum number of contracts required to be submitted under this form is 1 (one). Enter N/A for fields not applicable*
- (e) It is mandatory to upload the supporting documents online*

FORM-IX(A): ADDITIONAL SPECIFIC EXPERIENCE

[Ref: Clause 2.12.1(b)]

[The following table shall be filled in only if additional specific experience is sought under Clause 2.12.1(b) of the RFQ Document]

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

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

RFQ No. and title: *[insert RFQ Number and title]*

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

<u>Amount in Reporting Currency and Unit</u> Additional Specific Experience Sought	Compliance

Supporting certificates / documents: Supporting document evidencing compliance / demonstrating additional experience sought under Clause 2.12.1(b) of the RFQ Document.

FORM-X: CERTIFIED MANAGEMENT SYSTEM

[Ref: Clause 2.13]

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

Bidder's Name: [insert full name]

Date: [insert day, month, year]

RFQ No. and title: [insert RFQ 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 Bidder or for each member of JV in case of a JV, to be submitted as below: Copy of the certifications mentioned above.

FORM-XI: CONTRACTOR'S EQUIPMENT DETAILS*[Ref: Clause 2.14]**[In case of JVCA, this form shall be submitted on a combined basis]*Bidder's Name: *[insert full name]*Date: *[insert day, month, year]*RFP No. and title: *[insert RFP number and title]*

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor's Equipment listed under Clause - 2.14. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer:	Model and power rating:
	Capacity:	Year of manufacture:
Current status	Current location:	
	Details of current commitments:	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
Agreement	Details of rental / lease / manufacture agreements for deployment under the project	

[To be attested by the authorized representative of the Bidder and in case of a JV, by the Lead Member on behalf of the JV members]

FORM-XI(A): Manufacturer's Authorization
(Appendix-I)

Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
RFP No. and title: *[insert RFP number and title]*

To: _____

WHEREAS

We _____, who are official manufacturers of _____, having factories at _____, do hereby authorize _____ to submit a bid the purpose of which is to provide the following goods, manufactured by us _____, and to subsequently negotiate and sign the Contract.

We confirm that confirm that the equipment being bid for to be supplied shall be new and unused and hereby extend our full guarantee and warranty for fulfilment of obligations of the Contractor as set out in this Agreement, with respect to the goods offered by the above firm.

Signed: _____

Name: _____

Title: _____

Duly authorized to sign this Authorization on behalf of:

Dated on _____ day of _____, _____

Notes:

- (a) For Online Submission Physical Document / Hard Copy of the Form is not required to be submitted or uploaded. Details to be entered in Bidding Software*
- (b) Manufacturer's Authorisation to be uploaded, wherever applicable*

FORM-XII: SKILLED HUMAN RESOURCE

[Ref: Clause 2.15]

[In case of JVCA, this form shall be submitted on a combined basis]

Bidder's Name: [insert full name]

Date: [insert day, month, year]

RFQ No. and title: [insert RFQ Number and title]

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

Position	Name of key staff	Academic Qualification	Specialization	Years of Experience	Experience in Countries

Notes:

(a) For Online Submission Physical Document / Hard Copy of the Form is not required to be submitted or uploaded. Details to be entered in Bidding Software

(b) CVs of all the Staff mentioned in the Form to be uploaded in the Bidding Software

FORM-XII(A): Resume and Declaration
(Appendix-I)

[The following information shall be submitted for each key expert separately]

Name of Bidder:

1. General Information

Position No. and Title : [<i>Position No. and Title from Form VII</i>] {e.g. K-1, Team Leader}		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Country of Citizenship:	
Qualifications	Professional qualifications:	
	Academic qualifications:	
	Specialization:	

2. Employment Record

Present Employment	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

3. Relevant Experience

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project. Past employment not related to the Project does not need to be included.

Project	Role	Duration of involvement (in Month, Year)		Relevant Experience
		From	To	
<i>[Main project details]</i>	<i>[Role and responsibilities on the project]</i>			<i>[describe the experience relevant to this position]</i>

4. Language; [language and levels of speaking, reading and writing skills]

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained herein correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;⁵
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of [Contractor's Representative or Key Personnel] : *[insert name]*

⁵ To be omitted in case, Experience of Key Personnel is not considered for evaluation of Bids

Signature: _____

Date: _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: _____

Contractor's Representative and Key Personnel

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

FORM-XIII: INFORMATION FOR TECHNICAL SCORING

NOT APPLICABLE

FORM-XIV: ADDITIONAL REQUIREMENTS

[Ref: Clause 2.18]

[Additional Requirements, if any, sought under AITB Clause 2.18 to be provided here]

Appendix-I : Format for Power of Attorney for signing of Bid
(Refer Sub-Clause 3.5)

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 Bid for Qualification for the [insert name of the Project] including but not limited to signing and submission of Bid and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to Exim Bank, representing us in all matters before Exim Bank, and generally dealing with Exim Bank in all matters in connection with the Project.

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.

Accepted _____ (Signature)
(Notarized)

(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 Bidder 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 Bidder.*
- *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 Exim Bank has invited Bids from interested parties for the Qualification of Bidders 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 Qualification for the Project in accordance with the terms and conditions of the RFQ 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 a 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 Qualification Process and, for all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Qualification for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in any programs and processes prescribed under the RFQ Document, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid 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 Bid for Qualification for the Project and/ or any other requirements under the RFQ 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 Entity 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 Bidder 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 Bidder.*
- *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 Bidder 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____ (“LOI”)

AMONGST

1. { _____ incorporated under the _____ Act, [year]}^{6§} 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]}^{7§§} 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 Bids (the “**Bid**”) by its RFQ Document No. __ dated _____ (the “**RFQ Document**”) for Qualification of Bidders for [mention name of project] (the “**Project**”) through EPC mode.
- (B) The Parties are interested in jointly applying for Qualification for the Project and in accordance with the terms and conditions of the RFQ Document in respect of the Project.
- (C) It is a necessary condition under the RFQ 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 RFP Process. A copy of this LOI shall be furnished thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

^{6§} 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.

^{7§§} 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 RFQ 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 Qualification and thereafter in case Qualified, the RFP 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 Bid is declared as Qualified and is eligible to participate in the RFP Process, it shall, if required by the terms of the local laws of Project Authority’s country and the conditions prescribed under the RFP 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 EPC Contractor in terms of the 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 RFQ process;
- b) The Lead Member shall exclusively carry out the overall management and coordination as and when required during the Process and all other parties shall be liable for the decisions and/or actions of the Lead Member;
- c) In case the Bidder is declared Qualified; the Lead Member conveys the commitment(s) of a Lead Member in accordance with terms and conditions in the RFQ 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 _____^{8s}; and}

^{8s} define the role of the Second Party or state “the other member of the Joint Venture”

{(d) Party of the Fourth Part shall be _____^{9s}. 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 Bid during the Qualification Process undertaken in accordance with the terms of the RFQ 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 Bidder, 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;

^{9s} define the role of the Second Party or state “the other member of the Joint Venture”

- (ii) violate any laws presently in effect and having applicability to it;
 - (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 LOI.

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 RFP Process. The same is contingent upon the Qualification of the JV constituted in accordance with the LOI under the requirements of the RFQ Document.

9 Miscellaneous

9.1 This LOI shall be governed by laws of India.

9.2 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

SIGNED, SEALED AND DELIVERED

LEAD MEMBER by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(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 Letter of Intent 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.*