

MODEL PREQUALIFICATION DOCUMENT

PREQUALIFICATION OF CONSULTANTS FOR PREPARATION OF DETAILED PROJECT REPORT [DPR] AND/OR PROJECT MANAGEMENT CONSULTANTS [PMC]

For Lines of Credit Projects under the Indian Development and
Economic Assistance Scheme (IDEAS)

Export-Import Bank of India



Version: V1

Date: November 2024

Instructions for updating the Prequalification Document / Application Document

This Prequalification (PQ) Document or the Application Document has been prepared for the prequalification of applicants for bidding for contract for preparation of Detailed Project Report (DPR) / Project Management Consultancy (PMC) contract to be financed by Exim Bank under Government of India (GOI) supported Lines of Credit (LOC). This Application Document is in line with the Indian Development and Economic Assistance Scheme (IDEAS) Guidelines dated March 31, 2022.

- Serially numbered footnotes are for guidance and should be omitted prior to issue of the Application Document. Footnotes marked in non-numerical characters shall be retained in the Application Document.
- Text marked as “**” is added only as place holder and should be updated before floating the Application Document.
- Changes to “Instructions to Applicants” (ITA) must be made by way of changes in the “Appendix to Instructions to Applicants” (AITA). No change should be made in the content of ITA.
- The document is suitable for an Applicant applying as a single entity or any combination of them in the form of Joint Venture.
- All ‘Notes to Draft’ should be deleted prior to floating of the Application Document.

Note to Draft: Before floating the Application Document, information till this text should be deleted from the document.

**PREQUALIFICATION OF
CONSULTANTS FOR PREPARATION
OF DETAILED PROJECT REPORT
[DPR] AND/ OR PROJECT
MANAGEMENT CONSULTANTS [PMC]**

FOR

[Name of the Project **

[Country **]

REFERENCE NO:

Funded by:

Export-Import Bank of India



DISCLAIMER

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

This Application Document is not an agreement and is neither an offer nor an invitation by Exim Bank to the prospective Applicants. The purpose of this Application Document is to provide interested parties with information that may be useful to them in the formulation of their Application for prequalification pursuant to this Application Document. The Application Document contains statements which reflects various assumptions, assessments and such statements in this Application Document do not purport to contain all the information that each Applicant may require. This Application Document may not be appropriate for all persons and Applicants 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 Applicant who reads or uses this Application Document. The assumptions, assessments, statements and information contained in this Application Document may not be accurate, complete or adequate. Each Applicant 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 Application Document and obtain independent advice from appropriate sources. Exim Bank shall not be liable to any Applicant for any consequential or indirect damages, including but not limited to financial loss which may arise due to any contingent decisions of the Applicant based on this Application Document.

Information provided in this Application Document to the Applicants 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 Application based on common usage of terminologies and phrases in public procurement. The interpretation of Exim Bank shall be final and binding on the Applicants. 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 Applicants 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 Applicant, 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 Application Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Application Document or any assessment, assumption, statement or information contained therein or deemed to form part of this Application 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 an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Application process.

Exim Bank also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this Application 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 Application Document. However, in such a case, appropriate addendum to the Application Document shall be issued by Exim Bank.

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

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

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 Applicants and Exim Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submissions, regardless of the conduct or outcome of the Application Process.

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

INVITATION FOR PREQUALIFICATION

PQ No.[**]

Dated[**]

Prequalification of Consultants for [Project Name**]

1. The Export-Import Bank of India [hereafter “Exim Bank”, or the “Bank”], on behalf of the Government of India (“GOI”), extends from time-to-time, concessional credit facilities under the Indian Development and Economic Assistance Scheme (IDEAS) to overseas governments / their nominated agencies in developing countries for financing projects involving procurement of goods, works, consultancy and non-consultancy services to be contracted to Indian entities.
2. The Lines of Credit (LOCs) are governed by the Guidelines issued by the GOI from time-to-time. As per the extant guidelines issued vide letter F.No. 5/7/2019-IDEAS dated March 31, 2022, Exim Bank is required to carry out a prequalification exercise and provide a list of prequalified applicants to the Borrower for invitation of bids through a competitive bidding process, for specific contract packages under the project(s) financed by the LOCs.
3. In pursuance to the above, Exim Bank invites Applications from eligible Indian entities for prequalification of consultant for preparation of Detailed Project Report (DPR) and/ or for Project Management Consultant (PMC) for the captioned project.
4. The Application Document is available for download on Exim Bank’s Website. The Application Document can be accessed through the following link:

<https://www.eximbankindia.in/lines-of-credit-tenders.aspx>
5. The Applications shall be accepted in an online form in accordance with the provisions and terms and conditions contained herein this Application Document. Application through any other mode shall not be entertained.
6. Last date for submission of Application is _____ (*insert date*) 15:00 hours.

** _____ (*insert name*)

** _____ General Manager

Export-Import Bank of India

Infrastructure Group

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Kidwai Nagar [East]

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SUMMARY OF CONTENT

Part-I: Scope of Consultancy Services

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

Part-II: Instructions to Applicants (ITA)

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

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

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

Part-IV: Forms and Appendices

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

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PART-I: SCOPE OF CONSULTANCY SERVICES

The Export-Import Bank of India has approved financing of a project out of a Line of Credit extended to the -----(*Name of the Borrower*) for-----(*Name of the Project*). A part of the LOC shall be utilised for-----
----- (*description of services*) for which Exim Bank now seeks applications for prequalification from eligible Indian entities.

A] Background and Major Components of the Project

Details like project authority, location, project description, objective, major components etc.

B] Scope of Consultancy Services

Scope of the Consultancy contract

C] Contract Execution Period

The Contract shall be executed in [*months*] comprising of:

Preparation of DPR: [*months*]

OR

Tendering Services: [*months*]

Construction Supervision Period: [*months*]

Defects Liability Period: [*months*]

D] Other Information

PART-II: INSTRUCTIONS TO APPLICANTS (ITA)

SECTION-1 INTRODUCTION

- 1.1 Background**
- 1.1.1 The Export-Import Bank of India (hereinafter called “**Exim Bank**” or “**the Bank**”), on behalf of the Government of India (“GOI”), extends from time-to-time, concessional credit facilities (hereinafter called “**Lines of Credit**” or “**LOC**”) under the Indian Development and Economic Assistance Scheme (IDEAS) to overseas governments or their nominated agencies (hereinafter called “**Borrower**”), for financing projects to be executed by Indian entities.
- 1.1.2 The Borrower as specified in the Appendix to Instructions to Applicants (the “**AITA**”) has received an LOC from Exim Bank. The Borrower, through the authority (the “**Authority**”) **as specified in the AITA** intends to apply the LOC / a portion of the LOC to eligible payments for undertaking works (the “**Project**”) **as specified in the AITA**.
- 1.1.3 In pursuance to the above, Exim Bank invites Applications from eligible Indian entities for prequalification of Consultancy services for the Project. The Estimated Cost of the contract/project and the estimated duration is **as specified in AITA**. Details pertaining to the estimated cost of the contract/project and the estimated duration are only indicative in nature and may change at the time of Bidding.
- 1.1.4 The Authority intends to undertake the Project through award of contract on lump-sum basis by way of a competitive bidding Process amongst the Prequalified Applicants (the “**Bidding**” or “**Bidding Process**”). The bidder selected through such Bidding Process (the “**Consultant**”) shall be responsible for providing consultancy Services under the Project, including remedying any defects in services.
- 1.1.5 Payment to the Consultant shall be made by Exim Bank, under the LOC, at the request of the Borrower and upon approval by Exim Bank, and will be subject, in all respects, to the terms and conditions of the credit (or financing) agreement. No party other than the Borrower shall derive any rights from the credit agreement or have any claim to the proceeds of the LOC. The payments shall be made in accordance with the agreement between the Authority and the Consultant.
- 1.2 Brief description of Prequalification Process**
- 1.2.1 The process for prequalification (the “**PQ Process**” or the “**Prequalification Process**” or the “**Application Process**”) shall be conducted by Exim Bank in accordance with this Prequalification Application Document (the “**Prequalification Document**” or the “**Application Document**”). The result of the PQ Process shall be

shared by Exim Bank with the Authority, who shall be responsible for conducting the Bidding amongst the Applicants prequalified by Exim Bank in accordance with this Application Document, for selection of the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Schedule of Prequalification Process

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

1.4 Reporting Currency

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

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

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

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

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

1.5 Contents of the Application Document

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

Part-I: Scope of Consultancy Services

Part-II: Instructions to Applicants

Section-1 Introduction

Section-2 Eligibility Criteria and Requirements

Section-3 Preparation, Submission and Opening of Applications

Section-4 Evaluation of Applications

Section-5 Other Conditions

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

Section-6 Appendix to Instructions to Applicant (AITA)

Part-IV: Application Forms and Appendices

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

1.6 Correspondence with Exim Bank

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

SECTION-2 ELIGIBILITY CRITERIA AND REQUIREMENTS

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

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

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

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

(b) Any entity from:

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

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

For the purpose of this Clause 2.2.1(b), the interpretation shall be in accordance with the Public Procurement Order No.4 dated February 23, 2023, issued by the Procurement Policy Division of the Department of Expenditure, Ministry of Finance, Government of India.

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

2.2.3 In case of an Applicant 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: Application Information Form, including Form-I(A) JV Member Information Form, if applicable, along with the attachments as outlined in the Form.

2.3 Conflict of Interest

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

- i. the Applicant, its member or any constituent thereof and any other Applicant, its member or any constituent thereof directly or indirectly have common Beneficial Owner, provided that this disqualification shall not apply to any ownership by a bank, insurance company, mutual funds, pension fund or a public financial institution referred to in section 2(72) of Companies Act 2013, enacted by the Government of India. The beneficial owner shall mean:
 - a. Where the Applicant is a company, the Beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical persons, has/have a controlling ownership interest or who exercise control through other means.

For the purpose of this Sub-Clause 2.3.1(i)(a) "**Beneficial Owner**" means control over ownership of/entitlement to more than 10% (ten percent) of the shares or capital or profits of the company and "**control**" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. For

avoidance of doubt, “**Control**” shall have the meaning given to the term in Companies Act 2013 enacted by the Government of India.

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

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

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

2.4 Financial Conduct

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

- i) is under default on any loan to any bank / financial institution (FI) in India and its account has been classified as Non-Performing Asset (NPA); or
- ii) 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 an Applicant being a JV, the conditions under this Clause 2.4 shall apply to each member of the JV.

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

2.5 Debarment / Blacklisting or Conviction

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

- i) debarred by Exim Bank, in accordance with Exim Bank's Debarment Policy;
- 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 Bidding Process as applicable, during such period of time as the sanctioning authority shall have determined;
- v) In regard to matters other than security and integrity of India / Authority's Country, convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on its ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- vi) In regard to matters relating to security and integrity of India / Authority's Country, facing any investigation or charge-sheeted by any agency of the Government of India / Authority's Country or convicted by a Court of Law.

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

2.5.3 In case the Applicant becomes ineligible under any of the sub-heads under Clause 2.5.1, at any time post the Prequalification Process (i.e. including during Bidding Process and/or contract implementation phase), the Applicant shall immediately inform Exim Bank of such

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

2.6 Past Contract Non-Performance

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

(a) contract¹ non-performance as a result of Applicant's / Member's default.

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

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

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

2.6.4 Forms to be submitted

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

2.7 Pending Contract Litigation

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

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.

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 Cause 2.7 shall apply to each member of the JV.

2.7.3 Forms to be submitted:

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

2.8 Contract Litigation History

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

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

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

2.9 Financial Status and Capacity

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

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

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

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

requirement:

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

2.9.4 Forms to be submitted:

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

2.10 General Experience

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

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

2.10.3 For the purpose of meeting eligibility under this Clause, the Applicant may submit a maximum 3 (three) number of Contracts. In case the number of contracts submitted is more than the number specified above, Exim Bank shall review only the first 3 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 2.10, and substantially completed contracts shall not be considered for evaluation.

2.10.4 **Forms to be submitted:**

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

2.10.5 **Documents to be Submitted**

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

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

2.11 Specific Experience

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

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

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

2.11.3 In addition to the above requirements stipulated in clause 2.11.1 a. above, 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 clause 2.11.1 a. above. For meeting the requirements stipulated in clause 2.11.1 b., the Specific Experience of all the Members of JV on a cumulative basis would be considered.

2.11.4 It is clarified that, for ascertaining eligibility on a cumulative basis, the Contract Value 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 Applicant should have completed atleast 2 contracts of USD 100 mn each. If JV member 1 (JV1) has completed one contract of USD 100 mn and JV member 2 (JV2) has completed one contract of USD 110 mn, then number of contracts can be aggregated and the JV meets the requirement. However, if JV1 has completed one contract of USD 80 mn and JV2 has completed one contract of USD 120 mn, then the value of contracts cannot be aggregated and the JV fails to meet the requirement.

2.11.5 For the purpose of meeting eligibility under Clause 2.11.1 a., the Applicant may submit a maximum 5 (five) number of Contracts. In case the number of contracts submitted is more than the number specified above, Exim Bank shall 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 2.11 and substantially completed contracts shall not be considered for evaluation.

2.11.6 **Forms to be submitted:**

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

of a JV Applicant.

2.11.7 Documents to be Submitted

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

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

2.12 Quality Assurance

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

2.12.2 Forms to be submitted

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

2.13 Skilled Human Resource

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

2.13.2 Forms to be submitted

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

2.14 Additional Requirement

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

2.15 Additional Conditions for JV

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

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

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

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

2.16 Compliance with IDEAS and Public Procurement Orders

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

Applicants are advised to refer to the GOI guidelines mentioned above which are also available at https://www.eximbankindia.in/assets/pdf/loc/IDEAS_2022_07042022.pdf

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

2.16.3 Forms to be submitted

Form-XI: Confirmation of Eligibility under Public Procurement Orders duly attested by Authorised Representative of Applicant and in case of JV, by Lead Member on behalf of JV Members.

2.17 Continued Eligibility

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

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

2.18 Acknowledgement by the Applicant

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

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

2.19 Amendment of Application Document

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

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

2.19.3 In order to afford the Applicants a reasonable time for taking an

Addendum into account, or for any other reason, Exim Bank may, in its sole discretion, extend the Application Due Date in the Application Document.

SECTION-3 PREPARATION, SUBMISSION AND OPENING OF APPLICATIONS

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

Application

on behalf of the Applicant, through an appropriate board resolution or such equivalent documentation certified by an authorized officer of the Applicant to be authentic. Certified copy of such board resolution or such equivalent documentation shall be submitted along with the Application. In case the Applicant is an Unincorporated JV, each member of the JV shall submit a copy of the Power of Attorney as per the format at **Appendix-II** along with a certified copy of relevant board resolution or such equivalent documentation and the Lead Member shall also submit a copy of Power of Attorney as per format at **Appendix-I** along with a copy of relevant board resolution or such equivalent documentation certified by the person authorized in **Appendix-I**.

3.6 Documents comprising the Application

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

All the pages of the file uploaded shall be machine numbered and a table of contents shall be included in the beginning of each volume of documents referring the page numbers of the indexed items;

3.6.2 All financial / monetary information in the Application are required to be in currency in accordance with Clause 1.4 [Reporting Currency].

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

1. Evidence of payment of the Processing Fee, in accordance with Sub-Clause 1.2.5;
2. Application Submission Form;
3. Form-I: Application Information Form. In case of JV, Form-I(A): JV Member Information Form, shall also be submitted for each member of the JV;
4. Form-II: Contract Non-Performance
5. Form-III: Pending Contract Litigation
6. Form-IV: Contract Litigation History
7. Form-V: Financial Status
8. Form-VI: Annual Consultancy Turnover
9. Form-VII: General Experience
10. Form-VIII: Specific Experience
11. Form-IX: Certified Management System
12. Form-X: Skilled Human Resource
13. Form-XI: Confirmation of Eligibility under Public Procurement Order
14. **Appendix I:** Power of Attorney to sign on behalf of the Applicant
15. **Appendix-II:** Authorisation in favour of Lead Member
16. **Appendix-III:** Letter of Intent in case of JV Applicant.

3.7 Submission of Application

3.7.1 The applications shall be submitted online through the web portal which is accessible through <https://eprocure.eximbankindia.in/>. Applications submitted in any

other manner shall not be considered for opening and evaluation and shall be rejected.

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

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

3.8 Application Due Date

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

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

3.9 Opening of Applications

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

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

3.9.3 The Applicant's representatives who are present for Application Opening shall be requested to sign the record of attendance. The omission of an Applicant's signature on the record shall not invalidate the contents and effect of the record.

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

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

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

**3.10
Confidentiality**

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

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

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

**3.11
Correspondence
with the
Applicants**

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

3.11.2 Notwithstanding the above, from the time of Application opening to the time of declaration of results, if an Applicant wishes

to contact Exim Bank on any matter related to the Prequalification Process, it shall do so in writing.

SECTION-4 EVALUATION OF APPLICATIONS

4.1 Evaluation Process

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

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

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

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

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

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

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

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

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

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

4.2 Tests of Responsiveness

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

- (a) It is received in the manner specified in Clause 3.7 [Submission of Application];
- (b) It is received by the Application Due Date including any extension thereof;
- (c) It is signed and submitted in accordance with Clause 3.6 [Documents comprising the Application];
- (d) Documents listed at Sub-Clause 3.7.2 are received physically at the address as specified in Clause 1.6 [Correspondence with 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 Application Document;
- (g) It contains certificates from its auditors in the formats specified in this Application Document; and
- (h) It does not contain any condition or qualification, unless

explicitly sought by Exim Bank in accordance with this Application Document.

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

4.3 Evaluation of Application

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

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

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

4.3.4 For evaluation of General Experience and Specific Experience criteria in accordance with Clause 2.10 [General Experience] and Clause 2.11 [Specific Experience] respectively, the following shall apply:

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

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

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

SECTION-5 OTHER CONDITIONS

- 5.1 Exim Bank, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the PQ Process and/ or amend and/ or supplement the PQ Process or modify the dates or other terms and conditions relating thereto;
 - b. consult in writing with any Applicant in order to receive clarification or further information;
 - c. select or not to select any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
 - d. retain any information and/ or evidence submitted to Exim Bank by, on behalf of, and/ or in relation to any Applicant;
 - 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 Applicant.
- 5.2 It shall be deemed that by submitting the Application, the Applicant agrees and releases Exim Bank, its employees, and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and the Bidding Document, pursuant hereto, and/ or in connection with the Prequalification Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.3 Applicant as a single entity or JV will need to comply with the provisions of the Memorandum of Instructions on Project Exports and Service Exports of the Reserve Bank of India and shall submit the Post Award Approval (if applicable), issued by the authorized dealer of the Applicant. It is clarified that obtaining necessary approvals pertaining to the "Foreign Exchange Management Act, 1999" (FEMA) from the Reserve Bank of India / Authorised Banks, shall be the sole responsibility of the Applicant.
- 5.4 The Applicant shall observe highest standards of ethics and integrity in regard to corrupt and fraudulent/prohibited practices as set forth under the IDEAS Guidelines and Laws of India and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Prequalification Process / Bidding Process or the execution of resultant contracts.
- 5.5 The Applicant shall not, by themselves or by a third party, offer, ask or accept for itself or for a third party, financial, including agency commission or non-financial advantage or even direct or indirect promise or any other acts, as offsets for Prequalification or contract

award and execution as applicable, if susceptible of being qualified as criminal unlawful acts in accordance with national laws of any party involved.

- 5.6 Without prejudice to the rights of Exim Bank, if in accordance with administrative procedures of Government of India or Exim Bank, it is determined that an Applicant in the process of submission of this Application or in case of award, during the contract performance has directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, anti-competitive practice, coercive practice, undesirable practice, restrictive practice, or obstructive practice, Exim Bank shall reject the Application, recommend rejection of Bid or proposal to award the contract or the subsequent contract performance and declare the Applicant ineligible to be awarded future contract. Such Applicant shall not be eligible to participate in any Prequalification issued 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 PQ Process / Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Exim Bank / Authority who is or has been associated in any manner, directly or indirectly, with the PQ Process / Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Exim Bank / Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Paragraph 2.2.1(d), engaging in any manner whatsoever, whether during the PQ Process / Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Exim Bank / Authority in relation to any matter concerning the Project;
 - b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the PQ Process / Bidding Process;
 - c) “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more Applicants, that may impair the transparency, fairness and the progress of the procurement process or to establish Bid Prices at artificial, non-competitive levels;

- d) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the PQ Process / Bidding Process;
- e) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Exim Bank / Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the PQ Process / Bidding Process; or (ii) having a Conflict of Interest;
- f) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the PQ Process / Bidding Process; and
- g) “**Obstructive practice**” means any practice which materially impede the 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 Applicant shall permit and shall cause its agents (whether declared or not), Sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit Exim Bank / Government of India to inspect all accounts, records and other documents relating to any prequalification process, Bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by Exim Bank.

PART-III: APPENDIX TO INSTRUCTIONS TO APPLICANTS

6.1 Appendix to Instructions to Applicants

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

Section-1: Introduction

Condition	Clause	Particulars	Notes to Draft <i>[TO BE DELETED BEFORE FLOATING THE DOCUMENT]</i>
Borrower	1.1.2		<i>[Name of the LOC Borrower]</i>
Authority	1.1.2		<i>[Name of the Project Authority to be specified]</i>
Project	1.1.2		<i>[Mention Name of Project]</i>
Estimated Cost of consultancy services	1.1.3		<i>[Mention the estimated cost of the contract to be awarded. In case of Lots, the estimated cost of each Lot should be separately mentioned.]</i>
Estimated Duration of Contract	1.1.3		<i>[Insert total duration in Months]</i>
Processing Fee	1.2.5	An upfront and non-refundable Processing Fee of INR 25,000 (Indian Rupees Twenty Fifty Thousand Only) plus applicable GST (presently **%) is payable through NEFT transfer as per details given below by each applicant:	<i>[Mention GST and NEFT Narration]</i>
	Applicant's Name	<Applicant's Name>	
	Name of Beneficiary	Export-Import Bank of India	
	Beneficiary's Bank Name	Export-Import Bank of India	
	Account No.	HO00INR11011004	
	IFSC Code	EIBI0HO0001	

	GST Number	27AAACE2769D1Z S	
	Narration to be inserted for NEFT	GOILOC-****	
Pre-PQ Meeting	1.2.6 (a)	Pre-PQ meeting shall be conducted through both Online and Physical Mode. Date, time and place for the Pre-PQ meeting in the physical mode and link for joining the Pre-PQ meeting in online mode shall be communicated to the participants confirming the intent to participate in the Pre-PQ Meeting in accordance with this Clause 1.2.6(a).	<i>[Pre-PQ Meeting shall generally be scheduled after 14 days of the Launch of PQ Document]</i>

Schedule of Prequalification Process	1.3.1	Exim Bank shall adhere to the schedule of Prequalification Process as specified under:
	Event Description	Date
	Pre-PQ meeting	<i>[To be specified**]</i>
	Last date for receiving queries	<i>[To be specified**]</i>
	Application Due Date and Time	<i>[To be specified**]</i>
	Physical Submission of Documents	<i>[To be specified**] This should be prior to or same as Opening of Applications]</i>
	Opening of Applications [Date and Time]	<i>[To be specified**]</i>

Exchange Rate for Conversion between USD and INR	1.4.1.i	As of	USD 1 = INR	1 INR=USD	<i>[Insert Exchange Rate as of March 31st for last 10 FY to current FY of launching PQ]</i>
		31-Mar-[YY]			
Exchange Rate for Conversion between USD and INR	1.4.1.ii	Rate of Conversion as on [Insert date [Date, Month, Year] of working day preceding the date of Invitation of Application under this Application Document]			
		USD = 1 INR	1 INR = USD		
Correspondence with Exim Bank	1.6	Details of Exim Bank for the Communication, Clarifications, Pre-PQ Meeting, Application Due Date and Application Opening: <i>[Name]</i> <i>[Designation]</i> Export-Import Bank of India 7 th Floor, Adjacent Ring Road Kidwai Nagar [East] New Delhi – 110023 Email: infragroup@eximbankindia.in			

Section-2: Prequalification Criteria and Requirements

Condition	Clause	Particulars	
Period to ascertain contract non-performance	2.6.1	Since __[Insert (Date, Month, Year) __ (5 years from the Application Due Date)]	
Financial Year for ascertaining Adjusted Net-worth	2.7.1	<i>[Insert Latest Financial Year]</i>	<i>[Insert Latest Financial Year]</i>
Period for ascertaining Contract Litigation History	2.8.1	Since __[Insert (Month, Year) __ (5 years from the Application Due Date)]	
Period for	2.9.1	FY _____ to FY	<i>[Insert last 5 FY]</i>

ascertaining Financial Status and Capacity		_____ [Insert last 5 FY Years]	Years]																		
Value of Annual Consultancy Revenue	2.9.1 (c)	USD _____ (United States Dollar in words)																			
Sector for General Experience	2.10.1	[State Sector or sub-sector as applicable]	[State Sector or sub-sector as applicable]																		
Cut off Date for General Experience	2.10.1	Starting from [Insert (Month, Year) 5 (five) years prior to Application Due Date] _____ and up to Application Due Date																			
Cut off Date for Specific Experience	2.11.1	Starting from [Insert (Month, Year) from last 5 (five) years] _____ and up to Application Due Date																			
Specific Experience	2.11.1 (a)	At least the number and value of similar consultancy contracts in [Insert Sector /Sub-sector as applicable] Sector as mentioned below, <table border="1" data-bbox="730 952 1193 1406"> <thead> <tr> <th></th> <th>No. of Contracts</th> <th>Value of each contract² (In USD Million)</th> </tr> </thead> <tbody> <tr> <td>Option I</td> <td>3</td> <td>[Insert Value]</td> </tr> <tr> <td colspan="3" style="text-align: center;">OR</td> </tr> <tr> <td>Option II</td> <td>2</td> <td>[Insert Value]</td> </tr> <tr> <td colspan="3" style="text-align: center;">OR</td> </tr> <tr> <td>Option III</td> <td>1</td> <td>[Insert Value]</td> </tr> </tbody> </table> The contracts should demonstrate experience in [details of consultancy services required to be demonstrated to be mentioned here] Similar contracts shall mean: [insert definition of similar services] _____]		No. of Contracts	Value of each contract ² (In USD Million)	Option I	3	[Insert Value]	OR			Option II	2	[Insert Value]	OR			Option III	1	[Insert Value]	Provision for Contracts to be assessed based on either the value of services or value of the project or volume/capacity of the project to be added, by Exim Bank.
	No. of Contracts	Value of each contract ² (In USD Million)																			
Option I	3	[Insert Value]																			
OR																					
Option II	2	[Insert Value]																			
OR																					
Option III	1	[Insert Value]																			
Any other requirement under Specific Experience	2.11.b	The scope under the above contracts shall collectively or under other completed																			

² For conversion of currency to USD, refer to Clause 1.4 [Reporting Currency]

		<p>contracts demonstrate experience involving the following:</p> <p>a) _____</p> <p>b) _____</p> <p>c) _____</p> <p>d) _____</p> <p>-) _____</p> <p>In case of JV, the requirements under this Paragraph 2.11.b shall be met as below: Past experience of JV member fully meeting one or more technical aspects listed in Paragraph 2.11.b, may be considered on combined basis for meeting the experience required under Clause 2.11 [Specific Experience].</p> <p>Similar Projects shall mean: _____</p>																															
Quality Assurance	2.12	<p>(a) Quality Management System equivalent / similar to ISO 9001, and</p> <p>(b) Environmental Management System equivalent/similar to ISO 14001</p>																															
Skilled Human Resource	2.13	<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>																															
<table border="1"> <thead> <tr> <th>Position</th> <th>Academic Qualification</th> <th>Specialization</th> <th>Total Post-Qualification Experience (In years)</th> <th>Years of Specific Experience in Proposed Position</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Position	Academic Qualification	Specialization	Total Post-Qualification Experience (In years)	Years of Specific Experience in Proposed Position	Number																								
Position	Academic Qualification	Specialization	Total Post-Qualification Experience (In years)	Years of Specific Experience in Proposed Position	Number																												
Additional Requirements	2.14	<p><i>[Mention any other additional requirement]</i></p>																															

PART-IV: APPLICATION FORMS AND APPENDICES

APPLICATION SUBMISSION FORM

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

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

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

To,

[*Name and Address of Exim Bank*]

Dear Sir,

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

1. With reference to your Application Document dated __^{3s}, including Addendum No(s).____⁴, we (**Name of the Applicant, or Name of JV members as applicable**), having examined the Application Document and understood its contents, hereby submit our Application for the aforesaid Project. The Application is unconditional and unqualified.
2. I/We acknowledge that Exim Bank will be relying on the information provided in the Application and the documents accompanying the Application for prequalification of the Consultant for the aforesaid Project, and we certify that all information provided in the Application and in Forms, are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of prequalification as an Applicant for the captioned Project and Bidding for the Project thereof.
4. I/We confirm that I/we meet all the criteria specified in the Application Document and agree and undertake to abide by all the terms and conditions of the Application Document.
5. I/ We confirm that I/ we am/ are an Indian entity, as prescribed in the manner provided in the Application Document.
6. I/We shall make available to Exim Bank any additional information it may find necessary or require to supplement or authenticate the Application.
7. I/We acknowledge the right of Exim Bank to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.

^{3s} All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

⁴ *insert the number and issuing date of each addendum or "nil" if no addendum is issued*

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

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

12. Integrity Obligations:

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

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

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

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

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

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

agreement it may/ 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-consultants. The Project Authority retains exclusive responsibility for the preparation and implementation of the Bidding Process and the performance of the Agreement.

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

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

Signature

Name And Designation of the Authorized Signatory

Name and Seal of the Applicant / Lead Member

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

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

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

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

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

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

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

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

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

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

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

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

- Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed or any other

equivalent document for entities other than body corporate/ partnership

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

FORM-I(A): Details of JV Members

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

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

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

FORM-II: CONTRACT NON-PERFORMANCE

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

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

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

If Contract Non-performance has occurred, provide details:

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

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

Stamp

Date:

Place:

UDIN:

FORM-III: PENDING CONTRACT LITIGATION

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

If Contract Litigation is Pending, provide details:

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

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

Stamp

Date:

Place:

UDIN:

FORM-IV: CONTRACT LITIGATION HISTORY

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

If Contract Litigation Awarded, provide details:

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

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

Stamp

Date:

Place:

UDIN:

FORM-V: FINANCIAL STATUS

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

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

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

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

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

Financial data

Type of Financial information	Historic information for previous five (5) years, (amount in Reporting Currency)				
	D-4	D-3	D-2	D-1	D ⁵ FY [Year of Invitation of PQ]
Sources of Fund					
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)					

⁵ FY to be updated before launching the Application Document

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*

Registration No/ Membership No:

Stamp

(of the independent chartered accountant)

Date:

Place:

UDIN:

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

- a. Copies of duly audited complete annual accounts⁶ of the Applicant 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 Applicant or in case of JV for each member, and not of an affiliated entity (such as parent company or group member);
 - ii. be independently audited or certified in accordance with local legislation;
 - iii. be complete, including all notes to the financial statements;
 - iv. correspond to accounting periods already completed and audited.
- b. Audited Annual Reports which shall be duly signed and stamped by Statutory Auditor. Notwithstanding the same, in case the Applicant is an entity where Statutory Auditor is not required to be appointed under applicable law, a certificate from an independent chartered accountant may be provided by such Applicant;

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

FORM-VI: ANNUAL CONSULTANCY TURNOVER

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

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

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

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

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

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

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

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

Stamp

Date:

Place:

UDIN:

FORM-VII: GENERAL EXPERIENCE

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

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

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

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

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

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

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

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

- a. Final Acceptance Certificate/ Completion Certificate/ Testimonial Letters issued

by the Project Authority for each contract submitted under this Clause, giving, inter alia, details of scope and value of consultancy services performed by the Applicant, contract start and completion dates.

- b. In case the contracts submitted under this Clause are executed by the Applicant as a member of JV, a copy of Agreement between Project Authority and JV and the JV Agreement to substantiate Individual JV member's delineated roles, responsibilities and scope and value of consultancy services.

FORM-VIII: SPECIFIC EXPERIENCE

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

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

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

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

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

Similar Contract No.	<i>[insert number] of [insert number of similar contracts required]</i>		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Contract date	<i>[dd/mmm/yyyy]</i>		
Completion date	<i>Contractual: [dd/mmm/yyyy]</i>	<i>Actual: [dd/mmm/yyyy]</i>	
Role in Contract <i>[check the appropriate box]</i>	<input type="checkbox"/> Prime Consultant	<input type="checkbox"/> Member in JV	
Total Contract Amount	<i>[insert total contract amount in contract currency]</i>	USD <i>[insert Exchange rate and total contract amount in Reporting Currency equivalent]*</i>	
If member in a JV, specify participation in total Contract amount	<i>[insert 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 for which consultancy services were performed:			
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.

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

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

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

FORM-IX: CERTIFIED MANAGEMENT SYSTEM

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

Applicant's Name: [insert full name]

Date: [insert day, month, year]

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

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

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

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

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

FORM-X: SKILLED HUMAN RESOURCE

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

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

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

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

Signed: _____

Name: _____

Title: _____

Duly authorized to sign this Authorization on behalf of:

Dated on _____ day of _____, _____

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

FORM-XI: ELIGIBILITY UNDER PUBLIC PROCUREMENT ORDERS

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

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

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

(Signature)

[Name of Authorized Signatory]

[Title of Authorized Signatory]

Date:

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

Appendix-I : Format for Power of Attorney for signing of Application
(Refer 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 Application for Prequalification for the [insert name of the Project] including but not limited to signing and submission of all Application and other documents and writings, participate in Pre-PQ 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 Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

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

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____ and M/s. ..._____ having our registered office at....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint_____ having 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 Application Process and, for all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Application for the prequalification for the Project, including but not limited to signing and submission of all Applications and other documents and writings, participate in any programs and processes prescribed under the Application Document, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the application of the Joint Venture constituted in accordance with the LOI and generally to represent

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorized Entity pursuant to and in exercise of the powers conferred by this Authorized 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 Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power*

of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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

Appendix-III: Format for Letter of Intent for Joint Venture

(To be executed on Stamp paper of appropriate value)

THIS LETTER OF INTENT is entered into on this the _____ day of
20____ (“LOI”)

AMONGST

1. { _____ incorporated under the _____ Act,
[year]}^{7§}
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]}^{8§§}
and having its registered office at _____ (hereinafter referred to as the
“**Second Part**” which expression shall, unless repugnant to the context include its
successors and permitted assigns)

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

WHEREAS,

- (A) Exim Bank (which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Application**”) by its Prequalification Document No.____ dated _____ (the “**Application Document**”) for prequalification of applicants for [mention name of project] (the “**Project**”).
- (B) The Parties are interested in jointly applying for prequalification for the Project and in accordance with the terms and conditions of the Application Document in respect of the Project.
- (C) It is a necessary condition under the PQ Document that the Parties shall provide a Letter of Intent (LOI) summarizing the Parties’ understanding regarding the contemplated formation of a Joint Venture (“JV”) which shall come into existence before the Joint Bidding Agreement during the Bidding Process. A copy of this LOI shall be furnished thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

^{7§} 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.

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

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

2. Joint Venture

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

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

3. Covenants

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

4. Role of the Parties

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

- a) Party of the First Part shall be the ‘Lead Member’ of the Joint Venture for the Process constituted in accordance with the LOI and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture constituted in accordance with the LOI during the application process;
- b) The Lead Member shall exclusively carry out the overall management and coordination as and when required during the Process and all other parties shall be liable for the decisions and/ or actions of the Lead Member;
- c) In case the Application is declared prequalified; the Lead Member conveys the commitment(s) of a Lead Member in accordance with terms and conditions in the Application Document;
- d) Party of the Second Part shall be _____; and {define the role of the Second Party or state “the other member of the Joint Venture”};
{(c) Party of the Third Part shall be _____^{9s}; and}

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

{(d) Party of the Fourth Part shall be _____^{10\$}. and}

5. Joint and Several Liability

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

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

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

First Party: [*minimum 26%*]

Second Party:

{Third Party: ____ }

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

7 Representation of the Parties

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

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

^{10\$} define the role of the Second Party or state “the other member of the Joint Venture”

- (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 Bidding Process. The same is contingent upon the prequalification of the JV constituted in accordance with the LOI under the requirements of the Application Document.

9 Miscellaneous

9.2 This LOI shall be governed by laws of India.

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)

(Address)

(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.*

ENCLOSURE-I Project Information Memorandum
(Include Project Description)

Country:

State/Region:

Indian Mission:

- Background and Major Component of the Project:
- Salient Features:
- Site and Location:
- Execution Period:
- Project Facilities:

CHECKLIST-I Forms and Documents to be submitted

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

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