

Request For Qualification

for

**Selection of Bidders for Development of Medical
College and Associated Hospital at Banda**

Issued by:

Directorate of Medical Education and Training

Government of Uttar Pradesh

GLOSSARY

| | |
|-------------------------------------|--------------------------------|
| Applicant(s) | As defined in Clause 1.2 |
| Application | As defined in the Disclaimer |
| Application Due | As defined in Clause 1.1.5 |
| Associate | As defined in Clause 2.2.9 |
| Authority | As defined in Clause 1.1.1 |
| Bids | As defined in Clause 1.2.5 |
| Bid Due Date | As defined in Clause 1.2.4 |
| Bid Security | As defined in Clause 1.2.5 |
| Bid Validity Period | As defined in Clause 1.2.4 |
| Bidder | As defined in Clause 1.1.1 |
| Bidding Documents | As defined in Clause 1.2.4 |
| Bidding Process | As defined in Clause 1.2 |
| Bid Stage | As defined in Clause 1.2.4 |
| BOT | Build, Operate and Transfer |
| Concessionaire | As defined in Clause 1.1.2 |
| Concession Agreement | As defined in Clause 1.1.2 |
| Conflict of Interest | As defined in Clause 2.2.1 |
| Consortium | As defined in Clause 2.2.1 (a) |
| Eligible Experience | As defined in Clause 3.2.1 |
| Eligible Projects | As defined in Clause 3.2.1 |
| Estimated Project Cost | As defined in Clause 1.1.4 |
| Financial Capacity | As defined in Clause 2.2.2 (B) |
| Government | Government of Uttar Pradesh |
| Grant | As defined in Clause 1.2.8 |
| Joint Bidding Agreement | As defined in Clause 2.2.6 (g) |
| Lead Member | As defined in Clause 2.2.6 (c) |
| LOA | Letter of Award |
| Member | Member of a Consortium |
| Net Worth | As defined in Clause 2.2.4(ii) |
| PPP | Public Private Partnership |
| Preferred Bidders | As defined in Clause 1.2.4 |
| Project | As defined in Clause 1.1.1 |
| Project Group | As defined in Clause 1.1.1 |
| Qualification | As defined in Clause 1.2 |
| Qualification Stage | As defined in Clause 1.2 |
| Re. or Rs. or INR | Indian Rupee |
| RFP or Request for Proposals | As defined in Clause 1.2.4 |
| RFQ | As defined in the Disclaimer |
| SPV | As defined in Clause 2.2.6 |
| Technical Capacity | As defined in Clause 2.2.2 (A) |
| Threshold Technical Capacity | As defined in Clause 2.2.2 (A) |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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DISCLAIMER

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

The Authority 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 RFQ.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority 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 submission of the Application, regardless of the conduct or outcome of the Bidding Process.

NOTE

The Directorate of Medical Education and Training (the “Authority”) on behalf of the Government of Uttar Pradesh (GoUP) plans to undertake the development and management of five (2) Medical Colleges and Associated Hospitals at Azamgarh (at Chakrapanpur), and Banda (at Tindwara) and one (1) Paramedical College at Safai (the “Project Group”) through Public-Private Partnership (the “PPP”) route.

The Authority intends to adopt a two-stage process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project, and has issued the Request For Qualification (RFQ) on 15th January’ 2011 and would issue the Request For Proposal (RFP) and the Concession Agreement documents at a later date to those who qualify for the Bid Stage. The interested parties shall response to these documents in accordance with the section 1.3.

All queries regarding the Project may be submitted, in a format provided in Appendix VII, in writing to:

NAME: Director General
ADDRESS: Directorate of Medical Education and Training (Uttar Pradesh), 6th Floor, Jawahar Bhawan, Lucknow
FAX NO: 0522-2287653
E-MAIL ADDRESS: saudan2k4@yahoo.co.in, kcr1951@rediffmail.com, kbasu@crisil.com, rbedmutha@crisil.com, abiyani@crisil.com

1. INTRODUCTION

1.1 Background

1.1.1 The Directorate of Medical Education and Training (the “Authority”) on behalf of the Government of Uttar Pradesh (GoUP) is engaged in the development of medical colleges and paramedical colleges in Uttar Pradesh. As part of this endeavour, the Authority has decided to undertake development and management of 2 (two) Medical Colleges and Associated Hospitals at Azamgarh (at Chakrapanpur) and Banda (at Tindwara) and 1 (one) Paramedical College at Safai (the “**Project Group**”) through Public-Private Partnership (the “**PPP**”) route. As part of the development of the medical colleges and paramedical colleges comprising the Project Group, the Authority has now decided to undertake development and management of a Medical College and Associated Hospital at Banda (the “**Project**”) and to carry out the bidding process for selection of **the Bidder** to whom the Project may be awarded. An overview of the Project is provided in Appendix VI. Bidders can participate in the bidding process for the Project and one or more of the other projects comprising the Project Group provided they meet the additional financial eligibility criteria as provided in this RFQ (which will also be reflected in the bid documents for the other projects comprising the Project Group).

The Authority intends to pre-qualify and short-list suitable Applicants (the “Bidders”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2 The selected Bidders, will undertake to incorporate a company under the Companies Act, 1956 that would execute the concession agreement (the “**Concessionaire**”), which shall be responsible for engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include financing, construction, procurement of equipment & services for the medical college and associated hospital at Banda, and the operation and management thereof.

1.1.4 Indicative capital cost of the Project (the “**Estimated Project Cost**”) has been provided in APPENDIX VI: Description of Project. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties/consortia who will make an Application in accordance with the provisions of this RFQ (the "**Applicant**", which expression shall, unless repugnant to the context, include the Members of the Consortium) for 'Financing, constructing, procuring equipment/services and operating a Medical College and Associated Hospital at Banda'. The second stage (the "Bid Stage") of the process involves the financial bid from the qualified bidders who will make an application in accordance with the provisions of the Request for Proposal (the "**Request for Proposal**" or "**RFP**").
- 1.2.2 In the Qualification stage, Applicants would be required to furnish all the information specified in this RFQ. The Applicant would be required to fulfil the Technical and Financial Criteria provided in this RFQ to be short listed for the second stage of the Bid Process, i.e. the Bid Stage. At the end of the Qualification stage, the Authority expects to announce a short-list of qualified Applicants who shall be eligible to participate in the Bid Stage comprising Request for Proposals (the "Request for Proposals" or RFP). The bidders shall adhere to the timelines in accordance with the section 1.3.
- 1.2.3 This document pertains to RFQ process. The interested parties should note that prior to making an Application, the Applicant shall pay to the Authority a sum of Rs 10,000/- (Rupees Ten thousand only) as the cost of the RFQ process. If the Applicant has downloaded the RFQ from the Directorate General of Medical Education ("DGME") web site, then along with the submission of Bid the Applicant shall pay an amount of Rs. 10,000/- (Rupees Ten thousand only) in the form of a demand draft drawn on a nationalised/ scheduled bank in favour of the "Director General of Medical Education and Training, Lucknow" payable at Lucknow.
- 1.2.4 Bidders that are short-listed in the Qualification Stage will be eligible to participate in the second stage of the Bidding Process. The Bidders will then be called upon to submit their financial offers (the "**Bids**") in accordance with the RFP and other documents to be provided by the Authority (**collectively the "Bidding Documents"**).

As indicated above, Bidders can participate in the bidding process for one or more of the other projects comprising the Project Group as well as this Project. In the event the Bidder submits bids for multiple projects that are part of the Project Group (i.e. for the Project as well as one or more of other projects at Azamgarh and Safai) they will be required to indicate their preference/priority amongst the projects comprising the Project Group for which they have submitted their Bids at the RFP Stage. Based on the evaluation methodology of

the RFP, a bidder will be declared as the “**Preferred Bidder**”. The number of projects comprising the Project Group for which the Authority will sign the Concession Agreement with the Preferred Bidder will depend on the financial capability of the Bidder. The financial capability required of a Bidder increases with the number of Projects comprising the Project Group that the Bidder has bid for, to the amounts specified in the section titled “**Financial Capacity**” {Refer Section 2.2.2(B)}.

An illustrative is provided below. For the purpose of the illustration it is assumed that the Bidder has been assessed to have ‘the Financial Capacity’ to bid for a single project comprising the Project Group. Further he can bid for one or more of Medical and Paramedical projects comprising the Project Group.

| PROJECT COMPRISING PROJECT GROUP | RFP RESULT | PRIORITY * |
|----------------------------------|------------------|------------|
| Azamgarh | Preferred Bidder | 1 |
| Banda | Not successful | 2 |
| Safai (Etawah) | Preferred Bidder | 3 |

** The Bidders decides the priority to be given to a Project comprising the Project Group.*

As per this illustration, the Authority will sign the Concession Agreement with the Bidder for Azamgarh.

- 1.2.5 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security (the amount of the bid security will be indicated in the RFP document), refundable on expiry of the Bid Validity Period, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The quantum of the Bid Security and Performance Security will depend on the number of projects comprising the Project Group for which the Bidder has submitted a bid and for the number of projects comprising the Project Group for which the Bidder will sign the Concession Agreement with the Authority. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee as per the format that will be provided in the RFP document and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 365 (three hundred and sixty five) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security for which the Bidder has submitted a bid and for the number of Projects comprising the Project Group for which the Bidder will sign the Concession Agreement with the Authority. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee as per the format that will be provided in the RFP document and in such event, the validity period of the demand draft or bank guarantee, as the case may be, further the bid security may be extended as may be mutually

agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

In case of an RFP, the bid security would be paid along with the submission of the financial bid. Those applicants who would participate at this stage should note that the bids shall be summarily rejected if it is not accompanied by the Bid Security. The Bid shall be valid for a period of not less than 365 (three hundred and sixty five) days from the date specified in Clause 1.3 (the “**Bid Due Date**”) for submission of bids (“**The Bid Validity Period**”).

- 1.2.6 Generally, one Bidder from the Bidders short-listed through the first stage process (as provided in this RFQ) shall be the selected through the RFP stage (the second stage of the Bid Process) and the remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the selected Bidder in case such selected Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the selected Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 1.2.7 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.
- 1.2.8 The concession period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. The bidding criteria that will be indicated in the RFP document shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder that is selected in accordance with the bid process and evaluation criteria as would be specified in the RFP Document (the second stage of the Bid Process) for the respective Project.
- 1.2.9 The Concessionaire shall be entitled to levy and charge fees from students and other approved charges from students of the Medical College and approved charges from patients of the Hospital, in accordance with the provisions of the Concession Agreement (the draft of which will be provided in the RFP) and Applicable Law.
- 1.2.10 Upon the completion and expiry of the Concession Period, the Concessionaire shall transfer and handover to the Authority, the Project Sites (including the Project Assets and Project Facilities), in a good operable condition without any consideration and in accordance with the provisions as laid down in the Concession Agreement.
- 1.2.11 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.12 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: "RFQ for selection of Bidders for Development of Medical College and Associated Hospital at Banda".

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule. Please note that the dates provided below are indicative. Change in date of a specific event will be provided on the website [www. updgm.in](http://www.updgm.in).

| NO. | EVENT DESCRIPTION | DATE |
|-----|--|---------------------------------|
| 1. | Issue of RFQ | 15 th January' 2011 |
| 2. | Last date for receiving queries/confirmation of bidders for attending Pre-Bid conference for RFQ | 4 th February' 2011 |
| 3. | Pre-Bid conference for RFQ | 11 th February' 2011 |
| 4. | Authority response to queries latest by | 18 th February' 2011 |
| 5. | Application due date for RFQ | 25 th February' 2011 |

2. INSTRUCTIONS TO APPLICANTS

A. General

2.1 Scope of Application

- 2.1.1 The Authority wishes to receive Applications for Qualification in order to short-list experienced and capable Applicants for the Bid Stage.
- 2.1.2 Short-listed Applicants may be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants

- 2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:
 - a. The Applicant for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
 - b. An Applicant may be a society registered under the Societies Registration Act, 1860 or similar acts in other countries; or a trust registered under the Indian Trusts Act, 1882 or corresponding Acts in other countries or companies registered under Company Act or corresponding Acts in other countries; or an individual; or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
 - c. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Applicant’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, an Applicant shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
 - i. such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other

ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is not more than 25%(twenty five per cent) of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Applicant is also a constituent of another Applicant; or
- iii. such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- v. such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Application of either or each other; or
- vi. such Applicant or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

- d. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance

of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

- A. Technical Capacity for Financing, constructing, procuring equipment/services and operating a Medical College: For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall, over the past 2 (two) financial years preceding the Application Due Date, have:
- i. Experience in operation and management of a Medical College with a minimum intake of 50 (fifty) MBBS seats. The Medical College should be recognized/ registered with a National level Government medical body/ council; and/or
 - ii. Experience in operation and management of Allopathic Hospital/s that singly/ cumulatively have a capacity of 300 (three hundred) beds {with at least one hospital of 125 (one hundred and twenty five) beds}. The Hospital should be recognized/ registered with the National/ Local Statutory body; and/or
 - iii. Experience in operation and management of a Nursing College offering degree level course/s with a minimum intake of 60 (sixty) seats and associated owned Hospital of 180 (one hundred and eighty) beds for a minimum of 2 (two) years. The Nursing College should be recognized/ registered with a National level Government body/ council; and/or
 - iv. Experience in operation and management of a Dental College with a minimum seat intake of 100 (hundred) seats. The Dental College should be recognized/ registered with a National level Government body/ council.
 - v. In case of an Individual, the Applicant should be a Dean/Principal of a Medical College, recognized by Medical Council of India (MCI), for a period of 2 (two) years in any of the previous 10 (ten) years preceding the Application Due Date. Further the Medical College for which the Applicant was a Dean/Principal should have:
 - i. 100 Students seat intake starting from the year in which the individual was its Dean/Principal.
 - ii. MCI recognition when the individual was its Dean /Principal and on the Application Due Date.

In case of a Consortium, each such member whose technical experience has been considered for fulfilling the Technical Capacity Criteria as mentioned in Clause 2.2.2 (A) shall continue to hold a equity shareholding in the SPV as mentioned in the APPENDIX IV: Joint Bidding Agreement for a period of 2 (two) years from the date of commercial operation.

B. Financial Capacity: For demonstrating financial capability (the “Financial Capability”), the Applicant shall have:

- i. Minimum Average Net worth of Rs. 25 (twenty five) crores in the last 3 (three) financial years immediately preceding the Application Due Date;

The Applicant will be eligible to bid for the Project as well as one or more of the other projects comprising the Project Group if it meets the net worth criteria as specified in the following table. It should be noted that the Average 3 (three) Years Networth criteria specified in the following table should be fulfilled by the Applicant.

| PROJECTS COMPRISING THE PROJECT GROUP BID FOR | AVERAGE THREE (3) YEAR NET WORTH REQUIREMENT |
|---|--|
| 1 | Rs. 25 Crore |
| 2 | Rs. 50 Crore |
| 3 | Rs. 75 Crore |

And

- ii. Positive Net Cash Accruals in each of the past 3 (three) financial years preceding the Application Due Date.

In case of a Consortium, the combined financial capacity of the Members shall be computed by cumulating the average net worth of those members who have an equity share of at least 20% (twenty percent) each in the SPV. However, each member of the consortium individually, will be required to have positive Net Cash Accruals for each of the past 3 (three) financial years preceding the Application Due Date.

2.2.3 The Applicant shall, in the case of a Consortium, shall continue to have such shareholding as mentioned in APPENDIX IV: Joint Bidding Agreement for a period of 2 (two) years from the date of commercial operation of the Project.

2.2.4 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- i. Certificate(s)/supporting document from the Medical Council of India or any other equivalent Statutory authority/ body for operation and management of the Medical College / Hospital specifying the capacity of the college /hospital. In case of nursing or dental college the Applicant

should produce certification from the Nursing Council of India / Dental Council of India / any other equivalent authority, as applicable specifying the capacity of the college /hospital. In case Applicant provides Technical capacity experience as under Clause 2.2.2(A.ii) then Applicant has to provide certificate from Urban Local Body/Municipal Corporation and/or Occupancy Certificate or commencement of operations certificate in relation to a hospital/copies of the land lease agreement on which the hospital is established or any other proof from a government authority evidencing the existence of the hospital, specifying the capacity of the hospital and period of operation of the hospital. In case a particular job/contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client. In case an applicant provides technical capacity as under clause 2.2.2 A (A.v) then the applicant shall provide an affidavit on a Rs. 100 Stamp Paper as per the template as provided in Annexe VII of the Appendix I; and

- ii. certificate(s) from its statutory auditors specifying the net worth and net cash accruals of the Applicant, as at the close of the preceding three (3) financial years, and also specifying that the methodology adopted for calculating such net worth and net cash accruals conforms to the provisions of this Clause 2.2.4 (ii).

In case of an Individual, the applicant would have to provide a Chartered Accountant's certificate specifying the net worth and net cash accruals of the Applicant, as at the close of the preceding three (3) financial years, and also specifying that the methodology adopted for calculating such net worth and net cash accruals conforms to the provisions of this Clause 2.2.4 (ii).

For the purposes of this RFQ, net worth (the "Net Worth") shall mean:
In case of Companies registered under the Indian Companies Act 1956, Net worth shall be defined as: (Subscribed and Paid-up Capital + Reserves & Surplus) – (Miscellaneous expenditure not written off + accumulated losses).

In case of Trusts registered under the Indian Trusts Act, 1882 or Societies registered under the Society Registration Act 1860, Net worth shall be defined as: Total contribution held by Trust/Society + Share Capital + Capital Grant + Total Corpus+ Reserves & Surplus – (Miscellaneous expenditure not written off + accumulated losses)

In case of an individual, Net Worth shall be defined as Total assets - Total liabilities.

For the purpose of this RFQ, Net Cash Accruals shall mean:

In case of Companies registered under the Indian Companies Act 1956, Net Cash Accruals shall be defined as: (Profit after tax + Depreciation).

In case of Trusts registered under the Indian Trusts Act, 1882 or Societies registered under the Society Registration Act 1860, Net Cash Accruals shall be defined as: Excess of Income over Expenditure + Depreciation.

In case of an individual, Net Cash Accrual shall be defined as Income after tax + Depreciation.

- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.2.6 Where the Applicant is a single entity, it may be required to form an appropriate Special Purpose Vehicle (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:
- a. Number of members in a consortium shall not exceed 5 (five);
 - b. the Application should contain the information required for each member of the consortium;
 - c. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
 - d. the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
 - e. an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
 - f. the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
 - g. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Joint Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:

- i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
 - iii. commit the minimum equity stake to be held by each member;
 - iv. commit that each of the members, whose financial capacity will be evaluated for the purposes of this RFQ, shall subscribe to 20% (twenty per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that the shareholding of each member as mentioned in APPENDIX IV: Joint Bidding Agreement shall, be maintained for a period of two (2) years from the date of commercial operation of the Project;
 - v. members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the date of the commercial operation of the Project; and
 - vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- h. except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- 2.2.7 Any entity which has been barred by the Central or State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.
- 2.2.8 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate.
- 2.2.9 In computing the Technical Capacity and Financial Capacity of the Applicant/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capability of their respective Associates would be eligible as mentioned below:

For purposes of determining the Technical Capability in this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

For purposes of determining the Financial Capability in this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the direct ownership of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

Authorization for use of such technical or financial capability shall have to be provided from its Associate (s) as per Appendix V.

2.2.10 The following conditions shall be adhered to while submitting an Application:

- a. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- b. information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- c. in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and
- d. in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the

purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Consortium

- 2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.
- 2.3.2 Notwithstanding anything to the contrary contained in sub-clause (c) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and costs thereof

- 2.4.1 No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.
- 2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project sites and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

- 2.6.1 It shall be deemed that by submitting the Application, the Applicant has:
 - a. made a complete and careful examination of the RFQ;
 - b. received all relevant information requested from the Authority;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and
 - d. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all applications/ Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Application and/ or Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- i. invite the remaining Bidders to match the Bid of the Preferred Bidder/ submit their Bids in accordance with the RFP; or
- ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ. Any such

verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

| | |
|------------|----------------------------|
| Section 1. | Introduction |
| Section 2. | Instructions to Applicants |
| Section 3. | Criteria for Evaluation |
| Section 4. | Fraud & Corrupt Practices |
| Section 5. | Pre Application Conference |
| Section 6. | Miscellaneous |

Appendices

- I. Letter comprising the Application
- II. Power of Attorney for signing of Application
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Letter of Authorization for use of Technical or Financial capability of the Associate (s)
- VI. Description of Project

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.12. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ.

2.10.3 In order to afford the applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

C PREPARATION AND SUBMISSION OF APPLICATION

2.11 Language

The Application and all related correspondence and documents in relation to the Bidding 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 the Applicant. 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.

2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

2.12.2 The Applicant shall prepare 1 (one) original set of the Application (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Application, along with documents required to be submitted along therewith pursuant to this RFQ, marked "COPY". The Applicant shall also provide 2 (two) soft copies on Compact Disc

(CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.13 Sealing and Marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the original and the copies of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Each envelope shall contain:

- i. Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- ii. Power of Attorney for signing the Application as per the format at Appendix-II;
- iii. if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- iv. copy of the Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- v. if applicable, the Authorization for use of Technical or Financial capability from its Associate(s) in the format provided in Appendix-V;
- vi. if applicable, the technical capacity of the individual as per Appendix VII;
- vii. copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a Trust/ Society then a copy of its Trust/ Society deed;
- viii. copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding 3 (three) years;
- ix. if applicable, copies of Income Tax Return, Balance Sheet and profit & loss account for the preceding 3 (three) years;
- x. certificate/ approval letter issued by the client/ Medical Council of India / any other equivalent authority; and
- xi. copy of the receipt for payment of INR 10,000/-, towards cost of the RFQ Document.

Each of the envelopes shall clearly bear the following identification:

**“Application for Qualification: Development of Medical College and
Associated Hospital at Banda”**

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

NAME: Director General
ADDRESS: Directorate of Medical Education and Training
(Uttar Pradesh), 6th Floor, Jawahar Bhawan,
Lucknow
FAX NO: 0522-2287653
E-MAIL ADDRESS: saudan2k4@yahoo.co.in, kcr1951@rediffmail.com

2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Application Due Date

2.14.1 Applications should be submitted before 1100 hours IST on the Application Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.3.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Applications

Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D EVALUATION PROCESS

2.17 Opening and Evaluation of Applications

- 2.17.1 The Authority shall open the Applications at 1130 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend.
- 2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.
- 2.17.4 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for the purpose of considering the project in evaluation of whether the Bidder is meeting the technical requirement.
- 2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for the purpose of meeting the technical requirement. Where any information is found to be patently false

or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- a. it is received as per format at Appendix-I.
- b. it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- c. it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- d. it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- e. it contains all the information and documents (complete in all respects) as requested in this RFQ;
- f. it contains information in formats same as those specified in this RFQ;
- g. it contains certificates and other documents as specified in Appendix-I of the RFQ for each Eligible Project;
- h. it contains an attested copy of the receipt for payment of [Rs. 10,000(Rupees Ten thousand only)] to Authority towards the cost of the RFQ document;
- i. it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- j. it does not contain any condition or qualification; and
- k. it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

2.20 Clarifications

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority 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 the Authority.

E QUALIFICATION AND BIDDING

2.21 Short-listing and notification

After the evaluation of Applications, the Authority would announce a list of shortlisted pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority will not notify the other Applicants that have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarise themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and

shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

- 3.1.1 Only those Applicants who meet the minimum eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:
- a. Technical Capacity; and
 - b. Financial Capacity

3.2 Technical Capacity for purposes of evaluation

- 3.2.1 Subject to the provisions of Clause 2.2, the following experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.2.3 and 3.2.4 (the "Eligible Projects"):
- Project experience on Eligible Projects in operation and management of a Medical College with a minimum intake of 50 (fifty) MBBS seats that qualify under Clause 3.2.3; and/or
 - Project experience on Eligible Projects in operation and management of Allopathic Hospital/s that singly/ cumulatively have a capacity of 300 (three hundred) beds {with at least one hospital of 125 (one hundred and twenty five) beds} that qualify under Clause 3.2.3; and/or
 - Project experience on Eligible Projects in operation and management of a Nursing College offering degree level course(s) with a minimum intake of 60 (sixty) seats and associated owned Hospital of 180 (one hundred and eighty) beds that qualify under Clause 3.2.3; and/or
 - Project experience on Eligible Projects in operation and management of a Dental College with a minimum seat intake of 100 (one hundred) seats that qualify under Clause 3.2.3.
 - Project Experience on Eligible Projects in operation and management of a Medical College with a minimum intake of 100 (one hundred) seats as a Dean/Principal of a Medical College for a period of 2 (two) years in any of the previous 10 (ten) years preceding the Application Due Date that qualify under clause 3.2.3. *{This would be applicable in case an applicant provides the Technical Capacity as under clause 2.2.2 A (A.v)}*
- 3.2.2 Eligible Experience in respect of each category shall be considered only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project:

- a. The Applicant should have undertaken the operation and management of the claimed project experience during the 2 (two) financial years immediately preceding the Application Due Date.

In case an applicant provides Technical capacity as under clause 2.2.2 A (v) then the applicant should have undertaken the operation and management of the claimed project experience as a Dean/Principal for a period of 2 (two) years in any of the previous 10 (ten) years preceding the Application Due Date;

- b. The Applicant claiming experience should have held control over the management of the Trust/Society/Company during the entire period for which Eligible Experience is being claimed. It is clarified that “control” shall mean: (i) in relation to a trust/society the ability to appoint the Managing Trustee, or Chief Executive Officer/majority of the trustees/Board of Management of the trust or society and (ii) in relation to the company the ability to control appointment of majority of the Board of Directors and hold a minimum of 26% equity;

- c. The Applicant should have certification/ recognition from the Medical Council of India or any other equivalent Statutory Authority/ body for operation and management of the Medical College / Hospital specifying the capacity of the College /Hospital. Further in case of nursing or dental college the Applicant should produce certification from the Nursing Council of India / Dental Council of India / any other equivalent authority, as applicable specifying the capacity of the College /Hospital. In addition if the Applicant is providing experience as under Clause 2.2.2 (A.ii) then Applicant has to provide certificate from Urban Local Body/Municipal Corporation and/or Occupancy Certificate or commencement of operations certificate in relation to a hospital/copies of the land lease agreement on which the hospital is established or any other proof from a government authority evidencing the existence of the hospital, specifying the capacity of the hospital and period of operation of the hospital.

In case an applicant provides the Technical capacity as under clause 2.2.2 A (v) then the applicant shall provide an affidavit on a Rs. 100 Stamp Paper as per the template provided in Annexe VII of Appendix I.

- 3.2.4 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

- 3.2.5 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3 Details of Experience

- 3.3.1 The Applicant should furnish the details of Eligible Experience for the last 2 (two) financial years immediately preceding the Application Due Date.

In case an applicant provides the Technical capacity as under clause 2.2.2 A (v) then the applicant should furnish the details of Eligible Experience for a period of 2 (two) years in any of the previous 10 (ten) years preceding the application due date.

- 3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-III of Appendix-I.
- 3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-V of Appendix-I, or Annex-VII of Appendix I, as applicable.

3.4 Financial information for purposes of evaluation

- 3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.

In case of an individual, the applicant shall provide his Income Tax return, Balance Sheet and Profit & Loss account for the past 3 (three) years preceding the year of Application due date. The documents shall be supported by Chartered Accountant's certificate as per the format provided in Annex VIII of Appendix I.

- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Applicant must establish the minimum Net Worth and Net Cash Accruals as specified in Clause 2.2.2 (B), and provide details as per format at Annex-IV of Appendix-I.

3.5 Short-listing of Applicants

- 3.5.1 Each Applicant's response to RFQ shall be checked for compliance with the submission requirements set forth in this RFQ before the evaluation of response to RFQ is taken up.
- 3.5.2 The Applicants shall be short-listed based on the minimum technical and financial criteria as specified in Clause 2.2.2.

4. FRAUD AND CORRUPT PRACTICES

- 4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3** For the purposes of this Clause 4, 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 Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the 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 Bidding Process;

- c. “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 Bidding Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “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 Bidding Process.

5. PRE-APPLICATION CONFERENCE

- 5.1** A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate subject to three day prior confirmation from the date of conference by the Applicant and production of authority letter from the Applicant.
- 5.2** During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Applicant in order to receive clarification or further information;
 - c. pre-qualify or not to pre-qualify 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 the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
 - 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.
- 6.3** It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents 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 Documents, pursuant hereto, and/ or in connection with the Bidding 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.

7. APPENDIX I: Formats for Application

7.1 ANNEX I: Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.2)

Dated:

To,
The Director General,
Directorate of Medical Education and Training (Uttar Pradesh),
6th Floor, Jawahar Bhawan,
Lucknow

Sub: Application for pre-qualification for Development of Medical College and Associated Hospital at Banda

Dear Sir,

1. With reference to your RFQ document dated[§], I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid Project. The Application is unconditional and unqualified. We are applying for the following other projects comprising the Project Group:

| NO. | PROJECTS COMPRISING THE PROJECT GROUP (IN ADDITION TO THE PROJECT) FOR WHICH APPLICATION HAS BEEN SUBMITTED UNDER RELEVANT BID DOCUMENTS |
|-----|--|
| 1 | |
| 2 | |

2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid Project, and we certify that all information provided in the Application and in Annexes I to VI is 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 qualifying as a Bidder for the [development, construction, operation and maintenance] of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

[§] All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

5. I/ We acknowledge the right of the Authority 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.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 (c) and 2.2.1 (d) of the RFQ document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium 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.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have

not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ; we shall intimate the Authority of the same immediately.
15. The Statement of Legal Capacity as per format provided at Annex-VI in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.
16. I/ We understand that the selected Bidder will be required to incorporate a company under the Indian Companies Act, 1956, that would execute the Concession Agreement.
17. I/ We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in Clause 2.2.3.
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.
20. I/ We certify that in terms of the RFQ, my/our Networth is Rs..... (Rs. in words).
21. {We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}\$

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

\$ Omit if the Applicant is not a Consortium.

(Signature, name and designation of the Authorised Signatory)
Name and seal of the Applicant/ Lead Member

Date:
Place:

7.2 ANNEX-II: Details of Applicant

1.
 - a. Name:
 - b. Country of incorporation*:
 - c. Address of the corporate headquarters and its branch office(s), if any, in India:
 - d. Date of incorporation and/ or commencement of business*:

** Please mention NA in case of Individual Applicants*

Please provide Office/Residence Address of Individuals

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project*:

** Please mention NA in case of Individual Applicants*

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. E-Mail Address:
- g. Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:

- a. Name:
- b. Designation:
- c. Company
- d. Address:
- e. Phone Number:
- f. E-mail Address
- g. Fax Number:

| | |
|----|---|
| 5. | <p>In case of a Consortium:</p> <p>a. The information above (1-4) should be provided for all the Members of the Consortium.</p> <p>b. A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Application.</p> <p>c. Information regarding the role of each Member should be provided as per table below:</p> |
|----|---|

| Sl. No. | Name of Member | Role* {Refer Clause 2.2.6 (d)} [§] | Percentage of equity in the Consortium {Refer Clauses 2.2.6 (a), (c) & (g)} |
|---------|----------------|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

* The role of each Member, as may be determined by the Applicant, should be indicated in accordance with clause 4 at Appendix V.

d. The following information shall also be provided for each Member of the Consortium:

Name of Applicant / member of Consortium

| No. | Criteria | Yes | No |
|-----|---|-----|----|
| 1. | Has the Applicant/constituent of the Consortium been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)? | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of Application? | | |
| 3. | Has the Applicant/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years? | | |

| | |
|----|---|
| 6. | A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary): |
|----|---|

[§] All provisions contained in curly parenthesis shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant.

7.3 ANNEX-III: Technical Capacity of the Applicant

(Refer to Clause 2.2.2 (A), 3.2 and 3.3. of the RFQ)

| Applicant type [#] | Member Code [*] | Project No. | Project Type ^{\$} | Experience | | | | | |
|-----------------------------|--------------------------|-------------|----------------------------|------------|---------------------------|------------------------------------|------------------------------------|---|--|
| | | | | Location | Capacity (seats/beds/etc) | Date of Commissioning ^ᶞ | Associated Facilities ^ᶞ | Associated Facilities-Capacity (seats/beds/etc) | Date of Commissioning of Associated Facilities |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| Single entity Applicant | | A | | | | | | | |
| | | B | | | | | | | |
| | | C | | | | | | | |
| | | D... | | | | | | | |
| Consortium Member 1 | | 1a | | | | | | | |
| | | 1b | | | | | | | |
| | | 1c | | | | | | | |
| | | 1d.. | | | | | | | |
| Consortium Member 2 | | 2a | | | | | | | |
| | | 2b | | | | | | | |
| | | 2c | | | | | | | |
| | | 2d... | | | | | | | |
| Consortium Member 3 | | 3a | | | | | | | |
| | | 3b | | | | | | | |
| | | 3c | | | | | | | |
| | | 3d... | | | | | | | |
| Consortium Member 4 | | 4a | | | | | | | |
| | | 4b | | | | | | | |
| | | 4c | | | | | | | |

| Applicant type [#] | Member Code [*] | Project No. | Project Type [§] | Experience | | | | | |
|-----------------------------|--------------------------|-------------|---------------------------|------------|---------------------------|------------------------------------|------------------------------------|---|--|
| | | | | Location | Capacity (seats/beds/etc) | Date of Commissioning [®] | Associated Facilities [¥] | Associated Facilities-Capacity (seats/beds/etc) | Date of Commissioning of Associated Facilities |
| | | 4d... | | | | | | | |
| Consortium Member 5 | | 5a | | | | | | | |
| | | 5b | | | | | | | |
| | | 5c | | | | | | | |
| | | 5d... | | | | | | | |

[®] Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.9 and/ or by a project company eligible under Clause 3.2.3 (b). In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

[#] An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.9, shall be provided.

^{*} Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Management Member, OM means Other Member.

^{**}Refer Annex-V of this Appendix-I. Add more rows if necessary.

[§] Project Type to be specified by the Applicant as per the projects Eligible for meeting the Technical requirement specified in Clause 2.2.2 (A) i.e. Medical College, Hospital, Nursing College and Dental College. If Bidder is Allopathic Hospital (refer to 2.2.2A.ii) then Bidder will have to provide details of Hospital with capacity greater than 125 beds in this Column. Details of the other facilities that are used to meet the capacity requirement of 300 beds should be provided in 'Associated Facilities' column.

‡ *Associated Facilities are hospital (in case Bidder is operating medical college), hospitals (refer to 2.2.2A.ii) that the Bidder is using to meet the capacity requirement of 300 beds, etc.*

¶ *In case an applicant provides the Technical capacity as under clause 2.2.2 A (v) then the applicant shall provide details of the period in which he was Dean/Principal of the Medical College.*

For conversion of US Dollars to Rupees, the rate of conversion will be the daily representative exchange rates published by the International Monetary Fund for the relevant date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

7.4 ANNEX-IV: Financial Capacity of the Applicant

(Refer to Clauses 2.2.2 (B), 2.2.4 (ii) and 3.4 of the RFQ)

(all figures In Rs. crore)

| APPLICANT TYPE | MEMBER CODE | NET WORTH | | | AVERAGE NETWORTH | NETWORTH OF APPLICANT |
|-------------------------|-------------|-----------|--------|--------|----------------------|-----------------------|
| | | Year 1 | Year 2 | Year 3 | | |
| 1 | 2 | 3 | 4 | 5 | 6=Average of (3,4,5) | =6 |
| Single entity Applicant | | | | | | |
| Consortium Member 1 | | | | | | |
| Consortium Member 2 | | | | | | |
| Consortium Member 3 | | | | | | |
| Consortium Member 4 | | | | | | |
| Consortium Member 4 | | | | | | |
| Consortium Member 5 | | | | | | |
| TOTAL | | | | | | |

*# Will be 100% in case of Single entity Applicant. In case of a Consortium it will be equal to the shareholding of the Consortium Members in the company formed to execute Project.

(all figures In Rs. crore)

| APPLICANT TYPE | MEMBER CODE | NET CASH ACCRUALS | | |
|-------------------------|-------------|-------------------|--------|--------|
| | | Year 1 | Year 2 | Year 3 |
| (1) | (2) | (3) | (4) | (5) |
| Single entity Applicant | | | | |
| Consortium Member 1 | | | | |
| Consortium Member 2 | | | | |
| Consortium Member 3 | | | | |
| Consortium Member 4 | | | | |
| Consortium Member 5 | | | | |
| TOTAL | | | | |

Instructions:

- For all Applicants other than Individuals, the Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:

- a. reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
- b. be audited by a statutory auditor (for all Applicants other than Individuals);
- c. be complete, including all notes to the financial statements; and
- d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

In case of an individual, the Applicant shall attach copies of his Income Tax return, Balance Sheet and Profit & Loss account for the past 3 (three) years preceding the Application Due Date which shall be supported by his Chartered Accountant's certificate as per the template provided in Annex VIII of Appendix I.

2. In case of companies registered under the Indian Companies Act 1956, Net Cash Accruals shall mean Profit After Tax + Depreciation.

In case of Trusts registered under the Indian Trusts Act, 1882 or Societies registered under the Society Registration Act 1860, Net Cash Accruals shall be defined as: Excess of Income over Expenditure + Depreciation.

In case of an individual Net Cash Accruals shall be defined as: Income after tax + Depreciation.

3. Net Worth in case shall of Companies shall mean (Subscribed and Paid-up Equity + Reserves & Surplus) less (Miscellaneous expenditure not written off + accumulated losses).

In case of Trust/ Societies, net worth shall mean (Total contribution held by Trust/Society + Share Capital + Capital Grant + Total Corpus+ Reserves & Surplus – (Miscellaneous expenditure not written off + accumulated losses)

In case of an individual Net Worth shall be defined as: Total assets – Total Liabilities.

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.
5. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFQ document.
6. The applicant shall also provide the name and address of the Bankers to the Applicant.
7. The Applicant shall provide an Auditor's Certificate specifying the net worth and net cash accruals of the Applicant as at the close of the preceding 3 financial years, and also specifying that the methodology adopted for calculating such net worth and net cash accruals conforms to provision of Clause 2.2.4 (ii) of the RFQ document.

In case of an Individual, the applicant shall provide a Chartered Accountant's Certificate specifying the net worth and net cash accruals of the Applicant as at the close of the preceding 3 (three) financial years, and also specifying that the methodology adopted for calculating such net worth and net cash accruals conforms to provision of Clause 2.2.4 (ii) of the RFQ document.

7.5 ANNEX-V: Details of Eligible Projects

(Refer to Clauses 2.2.2 (A), 3.2 and 3.3 of the RFQ)

| Project Code: | Member Code: | |
|---|-----------------------------|-----------------------------------|
| Item (1) | Refer Instruction (2) | Particulars of the Project (3) |
| Title & nature of the project | | |
| Name of the Trust/ Society/ Company | | |
| Registration details of the Organization | | |
| Member Code | 4 | |
| Project Type | 5 | |
| Company Executing the Project along with the relationship of the Applicant with the Company | 6 | |
| Location | 7 | |
| Project Cost | 8 | |
| Date of commencement of project/contract | | |
| Date of completion/commissioning | 9 | |
| Details of Equipment/s installed | | |
| Staffing details with No. of staff on full time/part time/contract basis | | |
| Details of licenses with relevant number/date of existing centre | | |
| Equity shareholding (with period during which equity was held) | 10 | |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes/No) | | |

Instructions:

- Applicants are expected to provide information and supporting proof for such information provided in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.2.3 and 3.2.4 of the RFQ, as the case may be. Information provided in this section is intended to serve as a

back up for information provided in the Application. Applicants should also refer to the Instructions below.

2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc. and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Management Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.
5. Type of Project, BOO, BOOT, BOLT, Self Ownership, etc.
6. Name of the Company/Trust/Society that has executed the college / hospital project. The relationship of the Company/Trust/Society executing the project with the Applicant is required to be mentioned i.e. Self or Associate. Together with supporting proof/certifications as indicated in point 12 below,
7. Complete address of the project.
8. Provide the estimated capital cost of Eligible Project.
9. For the project claimed for the purpose of meeting the technical criteria, the date of commissioning of the project, upon completion, should be indicated.
10. For the project claimed for the purpose of meeting the technical criteria, the control over the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3) with supporting proof as indicated in point 12.
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Applicant should provide copies of the certification/ recognition from the Medical Council of India or any other equivalent statutory authority/ body for operation and management of the Medical College / Hospital specifying the capacity of the College /Hospital. Further in case of nursing or dental the Applicant should produce certification from the Nursing Council of India / Dental Council of India / any other equivalent authority, as applicable specifying the capacity of the College /Hospital. In addition if the Applicant is providing experience as under Clause 2.2.2(A.ii), then Applicant has to provide certificate from Urban Local Body/Municipal Corporation and/or Occupancy Certificate or commencement of operations certificate in relation to a hospital/copies of

the land lease agreement on which the hospital is established or any other proof from a government authority evidencing the existence of the hospital, specifying the capacity of the hospital and period of operation of the hospital.

13. It may be noted that in the absence of the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project for the purpose of meeting the technical requirement.
14. In case an Applicant provides the Technical capacity as under clause 2.2.2 A (v) then the applicant may not provide details as required under Annexure V of the RFQ, but shall provide an affidavit on a Rs. 100 Stamp Paper as per the template provided in Annexe VII of Appendix I.

7.6 ANNEX-VI: Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,
The Director General,
Directorate of Medical Education and Training (Uttar Pradesh),
6th Floor, Jawahar Bhawan,
Lucknow

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

7.7 ANNEX-VII: Template for Individual's Technical Capacity

(To be provided on a Rs. 100 stamp paper)

I, Mr./Ms. _____, residing at _____, do hereby state & declare as under,

I was Dean/Principal of (mention College name) from (mention month/ year from which the Applicant became Dean/Principal) to (mention month/ year till which the Applicant was Dean/Principal).

I was Dean/Principal of (mention College name) for a period of _____ years (mention number of years for Applicant was Dean/Principal).

(Mention Medical College name) has been recognized by Medical Council of India since _____ (Mention the date/year).

(Mention Medical College name) has a student intake of 100 Seats since _____ (Mention the date/year).

Whatever stated hereinabove is true & correct.

Solemnly affirmed at _ (mention location name) on this date (mention date of preparation of Affidavit).

Signature of Applicant:

Name of Application:

Identified by me:

Advocate

Stamp of Notary:

Signature of Notary:

7.8 ANNEX-VIII: Template for Chartered Accountant certificate

TO WHOM SOEVER IT MAY CONCERN

This is to certify that we (Name of the Chartered Accountant's firm) have examined the Income Tax File, Balance Sheet and Profit & Loss account of (Name of the individual).

In our opinion the said statements have been prepared in conformity with the accounting principles generally accepted in India and represent a true and fair picture of (mention name) Books of Accounts.

For (Name of the Chartered Accountant)

Address

Signature

Seal

Date

8. APPENDIX II: Power of Attorney for signing of Application

(Refer Clause 2.2.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son / daughter / wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium 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 pre-qualification and submission of our bid pursuant to the RFQ for “Selection of Bidder for Development of Medical College and Associated Hospital at Banda” dated _____ (Project) being developed by the Directorate of Medical Education and Training on behalf of the Government of Uttar Pradesh (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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 Applicants 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.*

9. APPENDIX III: Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

Whereas the Directorate of Medical Education and Training on behalf of the Government of Uttar Pradesh (“the Authority”) has invited applications from interested parties pursuant to the RFQ for “Selection of Bidder for Development of Medical College and Associated Hospital at Banda” (the “Project”) dated _____ .

Whereas, _____, _____, _____and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____having our registered office at _____,M/s. _____having our registered office at _____, M/s. _____having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project /(s), including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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 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/ Consortium.

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)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *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 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 Applicants 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.*

10. APPENDIX IV: Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at/ society registered under the Societies Registration Act, 1860 having its main office at _____/ _____a trust registered under the Indian Trusts Act, 1882 acting through _____, its trustee (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at / society registered under the Societies Registration Act, 1860 having its main office at _____/ _____a trust registered under the Indian Trusts Act, 1882 acting through _____, its trustee (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at / society registered under the Societies Registration Act, 1860 having its main office at _____/ _____a trust registered under the Indian Trusts Act, 1882 acting through _____, its trustee (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at / society registered under the Societies Registration Act, 1860 having its main office at _____/ _____a trust registered under the Indian Trusts Act, 1882 acting through _____, its trustee (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

5. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at / society registered under the Societies Registration Act, 1860 having its main office at _____/ _____a trust registered under the Indian Trusts Act, 1882 acting through _____, its trustee

(hereinafter referred to as the “Fifth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}[§]

The above mentioned parties of the FIRST, SECOND, {THIRD, FOURTH and FIFTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- A. [The Directorate of Medical Education and Training, represented by Director General of Medical Education and having its principal offices at 6th Floor Jawahar Bhawan Lucknow (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Qualification for Selection of Bidder for Development of Medical College and Associated Hospital at Banda, dated (the “RFQ”) for pre-qualification and short-listing of bidders for development and operation/ management of medical and associated hospital Project (the “Project”) through public private partnership.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

[§] The number of Parties will be shown here, as applicable, subject however to a maximum of 5 (five).

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession 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 Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b. The responsibilities/ obligations of the Parties of the SECOND, {THIRD, FOURTH and FIFTH} PART are as specified below:

| PARTY | OBLIGATIONS |
|--------------------------|--------------------|
| Party of the SECOND Part | |
| Party of the THIRD Part | |
| Party of the FOURTH Part | |
| Party of the FIFTH Part | |

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party: }

{Fourth Party: }

{Fifth Party: }

- 6.2 The Parties undertake that the shareholding of the SPV as mentioned in this document shall be maintained, at all times till the second anniversary of the date of commercial operation of the Project.
- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.
- 6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the fifth anniversary of the commercial operation date of the Project. /s). The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement 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 Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised 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 in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, 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 Agreement;

- c. this Agreement is the 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 fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

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

SIGNED, SEALED AND DELIVERED
SECOND PART

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

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

SIGNED, SEALED AND DELIVERED

FOURTH PART

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

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement 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.

11. APPENDIX V: Format of the Letter of Authorization for use of Technical or Financial capability of the Associate (s)

(The Letter of Commitment shall be on the letterhead of the Associate Company whose Financial Capability is proposed to be evaluated for the Proposal for Qualification.)

(The Letter of Commitment shall be on the letterhead of the Associate Company whose Technical Capability is proposed to be evaluated for the Proposal for Qualification.)

Date:

To,

The Director General,
Directorate of Medical Education and Training (Uttar Pradesh),
6th Floor, Jawahar Bhawan,
Lucknow

Sir,

Sub: Proposal for Qualification for Development of Medical College and Associated Hospital at Banda

This has reference to the Proposal for Qualification being submitted by[Name of the Applicant]....., in respect of the [.....Name of the Project....] in response to the RFQ Document issued by ...[Name of the Authority]....., on[Date of RFQ].....

We hereby confirm the following:

1. We[name of Associate Company]....., have examined in detail and have understood and satisfied ourselves regarding the contents in respect of the following:
 - a. The RFQ Document issued by the Directorate of Medical Education and Training;
 - b. All the subsequent communications between The Authority and the Applicant, represented by _____(name of the Applicant); and
 - c. The Proposal for Qualification being submitted by _____(name of the Applicant).
2. We have satisfied ourselves regarding our role as _____(here give a brief description of the role for which the strength has been offered for evaluation) providing services as specified in the Proposal for Qualification. If _____(name of the Applicant) is awarded the Project, we shall perform our role as outlined in the Proposal for Qualification to the best of our abilities.
3. We declare that we are the Holding Company of the Applicant (Lead Consortium Member in case of Bidding Consortium) and that our equity participation in the

paid up capital of the Applicant (Lead Consortium Member in case of Bidding Consortium) is %. (Holding Company to enclose proof for the same in form of Annual Report / Certificate from Registrar of Companies or equivalent statutory authority.)

4. We declare that we are the Affiliate Company of the Applicant (Consortium Member in case of Bidding Consortium) and the equity participation in the paid up capital of the Applicant (Consortium Member in case of Bidding Consortium) is % or the equity participation in the paid up capital by our common Holding Company (i.e. Holding Company of the Applicant or the Affiliate as the case may be) is %. (Affiliate Company to enclose proof for the same in form of Annual Report / Certificate from Registrar of Companies or equivalent statutory authority.)

(delete Point 3 or 4 as applicable)

5. We undertake to support _____ (name of the Applicant for which the Letter of Commitment is being furnished) in respect of the roles _____ (briefly define the roles of the Applicant for which the strength has been offered for evaluation) as detailed in the Proposal for Qualification being submitted by _____ (name of the Applicant).
6. We therefore request the Directorate of Medical Education and Training to consider our strengths, our experience and our track record as specified in the Proposal for Qualification pursuant to the conditions specified in the RFQ Document, for the purposes of evaluation of the Proposal for Qualification.

For and on behalf of :

Signature :

(Authorised Signatory)

Managing Trustee/MD/CEO of the Associate Company

Name of the Person :

Designation :

12. APPENDIX VI: Description of Project

12.1 Banda Medical College, Tindwara, Banda

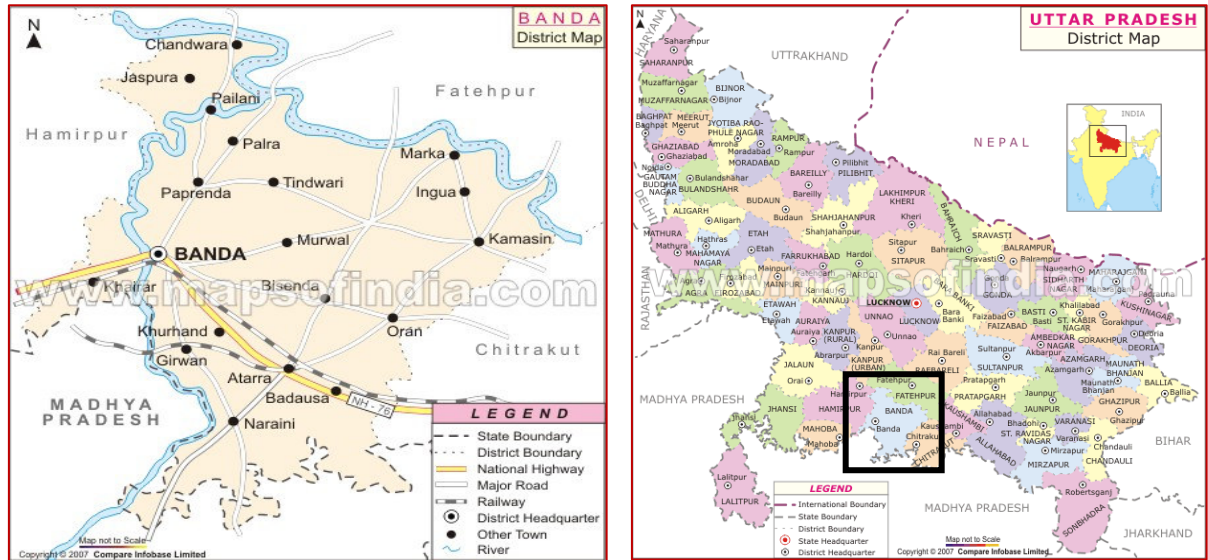
Location Overview

Banda is located at 25.48°North and 80.33°East and has an average elevation of 123 metres. It lies south of the Yamuna River in the Bundelkhand region.

The districts adjoining Banda are Fatehpur in the north, Chitrakut in the east, Hamirpur and Mahoba in the west and Satna, Panna, and Chhatarapur in the south. The Baghein River traverses the district from south-west to north-east. Other important rivers are the Ken River in the east and the Yamuna to the north.

The district is well connected to major cities with railways and state highways. It is linked via roadways to all the adjoining districts and Lucknow, Kanpur and Allahabad.

Exhibit 1: Map and location of Banda



Demographic Profile

The total population of the Banda district as per the Census of India 2001 was 15.37 lakhs. The demographics of the Banda district are provided in the following table.

Table 1: Banda Demographics

| PARTICULARS | BANDA DISTRICT |
|--------------------------------|----------------|
| Population-Total | 1,537,334 |
| Population-Rural | 1,293,316 |
| Population-Urban | 244,018 |
| Sex Ratio | 860 |
| Literacy Rate (%) | 54.38 |
| Decadal Population Growth Rate | 18.49% |

Source: Census of India official website

Economic Profile

The economy of the district mainly depends on agriculture, followed by animal husbandry, bio-gas plants and small-scale industries. Banda district is also famous for its Shajar stone, mainly used for making jewellery.

Health Infrastructure ¹

The District has two district Hospitals and 1 Ayurvedic college. Banda is estimated to have approximately 7.09 Allopathic hospitals/Dispensaries per Lakh of population and 31.19 beds in Allopathic hospitals/Dispensaries per Lakh of population.

Project Overview

GoUP is establishing a Medical College at Tindwara, Banda with 100 admission capacity and associated Hospital of 500 bed capacity for the MBBS course. It has acquired 104 acres of land at Tindwara. The construction of Academic, Administrative, boundary wall, hostel and residential Administrative Block and Hospital is underway. Details of project cost, and amount expended spent till date has been provided below.

Table 2: Banda Project Cost Details

All figures in Rs. crores unless specified otherwise

| PARTICULARS | PROJECT COST | AMOUNT RELEASED | PROGRESS | BALANCE AMOUNT |
|-----------------------------|--------------|-----------------|----------|----------------|
| Building & Site Development | 255 | 84 | 25% | 171 |
| Medical Equipments | 50 | - | - | 50 |

Note: Project Cost details presented above are Indicative.

¹ Details of the Health Infrastructure have been sourced from Planning Atlas, Government of Uttar Pradesh 2008. The availability of health care infrastructure reflects the availability of Government operated hospitals and dispensaries per lakh of the population.

The Preferred Bidder for the Project would be required to complete the balance construction & site development work including procurement of equipment and furniture & fixtures. He will be responsible for recruiting/ deputing teaching and other staffs required as per the Medical Council of India norms.

The Preferred Bidder is expected to complete the above activities and obtain necessary permission(s) from the Government of India to start admissions for the academic year 2011-2012.

Exhibit 2: Photographs of Banda Medical College



OPD Block



Ward Block