



**THE ODISHA STATE CO-OPERATIVE
SPINNING MILLS FEDERATION LTD. (SPINFED)**
Handlooms, Textiles & Handicrafts Department
Government of Odisha



ADDENDUM I to REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT OF 25,000 SPINDLE COTTON SPINNING MILL AT KONARK SPIN, KESINGA, ODISHA.

With Respect to our advertisement dated January 20, 2015 and Pre Bid Meeting dated February 05, 2015, the Addendum along with the clarifications can be downloaded from websites viz. <http://odisha.gov.in/textiles/index.htm> & www.idco.in. Further the due date for submission of bids has been extended till 1500 hours IST on March 25, 2015.

Bidders may Bid to develop spinning mill of mentioned capacity involving other material also in place of cotton.

THE ODISHA STATE CO-OPERATIVE SPINNING MILLS FEDERATION LTD.(SPINFED)

Request for Proposal invited dated January 20, 2015: Development of 25,000 Spindle Cotton Spinning Mill at Konarkspin, Kesinga, Odisha.

Addendum I to the RFP Document and Pre-bid Meeting held on February 05, 2015 at 1530 hours (IST) in the Conference Hall of Director Textile, Odisha, Satya Nagar, Janpath, Bhubaneswar 751007.

Sl. No.	Query/ Concern	Clarification/ Information/ Amendment
1.	Volume I, Section 1, ITB, Clause 1.2.5 a: The RFP can be downloaded from websites viz. / http://odisha.gov.in/textiles/index.htm/ www.idco.in / for reference.	CLARIFICATION The RFP document is downloaded from the websites viz. http://odisha.gov.in/textiles/index.htm/ www.idco.in . In that case, at the time of submission of Bid, the Bidders shall along with their respective Bids, enclose a demand draft for Rs.10,500/- favouring “The Managing Director, SPINFED, Hastatanta Bhawan, Unit IX, Janpath, Bhubaneswar 751022” payable at Bhubaneswar, , in the manner described in Clause 1.2.5 b of the ITB, towards cost of RFP document.
2.	Volume I, Section 1, ITB, Clause 1.2.5 b: The Bidders would be required to procure the signed & stamped copy of the Bidding Documents [i.e. RFP and draft Concession Agreement] from the offices of The Managing Director, SPINFED, Hastatanta Bhawan, Unit IX, Janpath, Bhubaneswar-751022 on payment of Rs. 10,000 (Rupees Ten Thousand only) plus applicable tax under prevalent laws in State of Odisha, in the form of a demand draft in favour of Managing Director, SPINFED and payable at Bhubaneswar, drawn on any Nationalized Bank/ Scheduled bank of India, towards the Bid document fee (the “Bid Document Fee”).	AMENDMENT Alternatively, the Bidders could procure the signed & stamped copy of the Bidding Documents [i.e. RFP and draft Concession Agreement] from the offices of The Managing Director, SPINFED, Hastatanta Bhawan, Unit IX, Janpath, Bhubaneswar-751022 on payment of Rs.10,500/- (Rupees Ten Thousand and Five Hundred), in the form of a demand draft in favour of Managing Director, SPINFED and payable at Bhubaneswar, drawn on any Nationalized Bank, towards the Bid document fee (the “Bid Document Fee”).
3.	Volume I, Section 1, ITB, Clause 1.2.7: Bid Security: In terms of the RFP, a Bidder is required to deposit, along with its Qualification Bid, a bid security equivalent to an amount of Rs. 30,00,000/- (Rupees Thirty Lakhs only) (the "Bid Security"), refundable not later than 120 (one hundred and twenty) days from the selection of the Highest Bidder, except in the case of the Highest Bidder.	AMENDMENT Bid Security: In terms of the RFP, a Bidder is required to deposit, along with its Bid, a Bid Security equivalent to an amount of Rs. 30,00,000/- (Rupees Thirty Lakhs only) (the "Bid Security"), refundable not later than 120 (one hundred and twenty) days from the selection of the Highest Bidder, except in the case of the Highest Bidder.

4.	<p>Volume I, Section 1, ITB, Clause 1.2.9: In the Bid Stage, Price Bids will be evaluated on the basis of the annual lease rent (“Annual Lease Rent”) quoted by the Bidder in its Price Bid as consideration amount [in INR] payable to the Authority against grant of lease in respect of land parcel and building and structures comprising the Project site, in terms hereof and more particularly the Concession Agreement.</p>	<p>AMENDMENT After the qualification Stage, Price Bids of the Technically qualified bidders will be evaluated on the basis of the annual lease rent (“Annual Lease Rent”) quoted by the Bidder in its Price Bid as consideration amount [in INR] payable to the Authority against grant of lease in respect of land parcel and building and structures comprising the Project site, in terms hereof and more particularly the Concession Agreement.</p>
5.	<p>Title of the Project & wherever referred in the RFP document Development of 25,000 Spindle Cotton Spinning Mill at Konarkspin, Kesinga, Odisha.</p>	<p>AMENDMENT Development of 25,000 Spindle Spinning Mill at Konarkspin, Kesinga, Odisha.</p>
6.	<p>Volume I, Section 2, ITB, Clause 2.2.2: To be eligible for pre-qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility:</p>	<p>AMENDMENT To be eligible for qualification for price bid opening, a Bidder shall fulfill the following conditions of eligibility:</p>
7.	<p>Volume I, Section 2, ITB, Clause 2.2.3: In case of a Consortium, the Lead Member (hereinafter defined) shall fulfill either the Technical Capacity or Financial Capacity criteria on a standalone basis and shall hold an equity share of at least 26% (twenty six per cent) in the paid up equity share capital of the Concessionaire, from the date of execution of the Agreement and up till the expiry of a period of 5 five years [2 Years (construction) + 3 Years operation in full capacity] years from the Appointed Date (as defined under the Concession Agreement) (hereinafter the “Lock-in Period”). Further the other member of the Consortium shall hold paid up equity share capital of not less than 10% (ten percent) of the subscribed and paid up equity share capital of the Concessionaire.</p>	<p>AMENDMENT In case of a Consortium, the combined technical & financial capacities of members shall be considered. The Lead Member (hereinafter defined) shall fulfill either the Technical Capacity or Financial Capacity criteria on a standalone basis and shall hold an equity share of at least 26% (twenty six per cent) in the paid up equity share capital of the Concessionaire, from the date of execution of the Agreement and up till the expiry of a period of 5 five years [2 Years (construction) + 3 Years operation in full capacity] years from the Appointed Date (as defined under the Concession Agreement) (hereinafter the “Lock-in Period”). Further the other member of the Consortium shall hold paid up equity share capital of not less than 10% (ten percent) of the subscribed and paid up equity share capital of the Concessionaire.</p>
8.	<p>Volume I, Section 2, ITB, Clause 2.2.4 (i): Certificate(s) from its statutory auditors or the concerned client(s) stating the projects commissioned, during the past 10 years (immediately preceding the Bid Due date).</p>	<p>AMENDMENT Certificate(s) from its statutory auditors or the concerned client(s) stating the projects developed and/or operated & maintained in the Textile Sector and experience in undertaking activities such as ginning, spinning, weaving, knitting, garmenting, trading of textile products etc., during the past 10 years (immediately</p>

		preceding the Bid Due date), stating clearly the period of development and/or operation and management.
9.	<p>Volume I, Section 2, ITB, Clause 2.2.5:</p> <p>The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder. In case of the Consortium, the members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-IV.</p>	<p>AMENDMENT</p> <p>The Bidder should submit a Power of Attorney as per the format at Appendix-IV, authorizing the signatory of the Bid to commit the Bidder. In case of the Consortium, the members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-V.</p>
10.	<p>Volume I, Section 2, ITB, Clause 2.2.6 (c):</p> <p>members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share of at least 26% (twenty six per cent) of the paid up and subscribed equity share capital of the Concessionaire during the Lock-in-Period. The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Appendix-IV, signed by all the other members of the Consortium;</p>	<p>AMENDMENT</p> <p>members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share of at least 26% (twenty six per cent) of the paid up and subscribed equity share capital of the Concessionaire during the Lock-in-Period. The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Appendix-V, signed by all the other members of the Consortium;</p>
11.	<p>Volume I, Section 2, ITB, Clause 2.2.6 (f) (i):</p> <p>Convey the intent to execute the Project with shareholding/ ownership equity commitment(s) in accordance with this RFP, 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;</p>	<p>AMENDMENT</p> <p>Convey the intent to form a special purpose vehicle and execute the Project with shareholding/ ownership equity commitment(s) in accordance with this RFP, 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;</p>
12.	<p>Volume I, Section 2, ITB, Clause 2.2.9:</p> <p>In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder. Provided however, in the event a Bidder gets selected on the strength of the Financial and /or Technical Capability of its Associate, it shall ensure that the said Associate remains an Associate of the Bidder throughout the equity Lock-in-Period set forth herein and more particularly specified in the Concession Agreement.</p>	<p>AMENDMENT</p> <p>In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. Provided however, in the event a Bidder gets selected on the strength of the Financial and /or Technical Capability of its Associate, it shall ensure that the said Associate remains an Associate of the Bidder throughout the equity Lock-in-Period set forth herein and more particularly specified in the Concession Agreement.</p>

13.	<p>Volume I, Section 2, ITB, Clause 2.2.10 (ii): Information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Bidders whose identity and/ or constitution is identical to that at qualification;</p>	<p>AMENDMENT Information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.</p>
14.	<p>Volume I, Section 2, ITB, Clause 2.8.1 & Table of Contents (Appendices): I Project Information II Format for Bid Annex – I Details of Bidder Annex – II Technical Capacity of Bidder Annex – III Financial Capacity of Bidder Annex – IV Details of Eligible Projects Annex –V Statement of Legal Capacity Annex-VI O&M Experience III Power of Attorney for signing of Bid IV Power of Attorney for Lead Member of Consortium V Bank Guarantee for Bid Security VI Letter comprising the Price Bid VII Joint Bidding Agreement for Consortium</p>	<p>AMENDMENT I Project Information/ TEV Report II Letter comprising Technical Bid Annex – I Details of Bidder Annex – II Technical Capacity of Bidder Annex – III Financial Capacity of Bidder Annex –IV Statement of Legal Capacity – III Letter comprising the Price Bid IV Power of Attorney for signing of Bid V Power of Attorney for Lead Member of Consortium VI Bank Guarantee for Bid Security VII Joint Bidding Agreement for Consortium</p> <p><i>The amended Appendices with (Annexures) to Instructions to Bidders (Volume I) are contained at the end. The Bidders are requested to consider the amended Appendices in place of those provided in the original RFP Document.</i></p>
15.	<p>Volume I, Section 2, ITB, Clause 2.13.1 The Bidder shall submit the Bid consisting of 2 (two) envelopes as under and seal it in one single outer envelope. Envelope I: Qualification/ Technical Bid (Original & Copy) Envelope II: Price Bid (Original, as per the format provided in Appendix-II)</p>	<p>AMENDMENT The Bidder shall submit the Bid consisting of 2 (two) envelopes as under and seal it in one single outer envelope. Envelope I: Qualification/ Technical Bid (Original & Copy) Envelope II: Price Bid (Original, as per the format provided in Appendix-III)</p>
16.	<p>Volume I, Section 2, ITB, Clause 2.13.2 The Technical Bid shall comprise of the following submissions: (i) Letter accompanying the Bid in the format prescribed at Appendix-I (ii) Power of Attorney for signing the Bid as per the format at Appendix-III; (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-IV;</p>	<p>AMENDMENT The Technical Bid shall comprise of the following submissions: (i) Letter accompanying the Bid in the format prescribed at Appendix-II (ii) Power of Attorney for signing the Bid as per the format at Appendix-IV; (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-V;</p>

<ul style="list-style-type: none"> (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-VII; (v) copy of Memorandum and Articles of Association, if the Bidder/ Consortium member is a body corporate, and if a partnership then a copy of its partnership deed; (vi) copies of Bidder's/ each Consortium member's duly audited balance sheet and profit and loss account for the preceding financial year; and (vii) Bid Security in the prescribed format (Appendix-V); (viii) (ix) Copy of receipt issued against the Bid Document or Demand Draft of Rs.10,000/- plus applicable taxes towards Bid Document Fee; (x) Details of Technical and Financial Capacity along with Annexures and supporting documents; (xi) A copy of the draft Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove. <p>The Bidder shall seal the original and the copy of the Technical Bid, in Envelope I. This envelope shall be sealed, labeled as;</p> <p>"ENVELOPE I: TECHNICAL BID FOR DEVELOPMENT & ESTABLISHMENT of 25000 SPINDLE COTTON SPINNING MILL at KONARK SPIN, KESINGA" and placed inside the Outer Envelope.</p> <p>Envelope II, shall consist of the Price Bid which is required to be furnished in the format at Appendix- II,.....</p>	<ul style="list-style-type: none"> (iv) copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-VII; (v) copy of Memorandum and Articles of Association, if the Bidder/ Consortium member is a body corporate, and if a partnership then a copy of its partnership deed; (vi) copies of Bidder's/ each Consortium member's duly audited balance sheet and profit and loss account for the preceding financial year; and (vii) Bid Security in the prescribed format (Appendix-VI); (viii) Copy of receipt issued against the Bid Document or Demand Draft of Rs.10,500/- towards Bid Document Fee; (ix) Details of Technical and Financial Capacity along with Annexures and supporting documents; (x) A copy of the draft Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove. <p>The Bidder shall seal the original and the copy of the Technical Bid, in Envelope I. This envelope shall be sealed, labeled as;</p> <p>"ENVELOPE I: TECHNICAL BID FOR DEVELOPMENT & ESTABLISHMENT of 25000 SPINDLE SPINNING MILL at KONARK SPIN, KESINGA" and placed inside the Outer Envelope.</p> <p>Envelope II, shall consist of the Price Bid which is required to be furnished in the format at Appendix- III,.....</p>
<p>13. Volume I, Section 2, ITB, Clause 2.13.2 (i)- Page 26:</p> <p>Price Bid Letter & Format duly filled in to quote the 'Annual Concession Fees' to be paid to the Authority. The "Annual Concession Fees" shall be paid by the Concessionaire as per the terms of the LOA and the Concession Agreement.</p>	<p>Entire RFP document</p> <p>Price Bid Letter & Format duly filled in to quote the 'Annual Lease Rental' to be paid to the Authority. The "Annual Lease Rental" shall be paid by the Concessionaire as per the terms of the LOA and the Concession Agreement. The Annual Lease Rental quoted shall be applicable for the first 3 years of the Concession Period. Thereafter, it shall be subject to escalation of 10% over and above the last Annual Lease Rental, after every 3 years during the Concession Period.</p>

17.	<p>Volume I, Section 2, ITB, Clause 2.21: The Bidders whose Bids are adjudged responsive in accordance with clause 3.2 above shall only be considered for Bid evaluation.....</p>	<p>AMENDMENT The Bidders whose Bids are adjudged responsive in accordance with clause 2.19 above shall only be considered for Bid evaluation.....</p>
18.	<p>Volume I, Section 2, ITB, Clause 2.22: Price Bids for only Shortlisted Bidders shall be opened by the Authority. The Bidders are advised to visit the site(s) and familiarize themselves with the Project by the time of submission of the Bid. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.</p>	<p>AMENDMENT Price Bids for only Shortlisted Bidders shall be opened by the Authority. The Bidders are advised to visit the site(s) and familiarize themselves with the Project by the time of submission of the Bid.</p>
19.	<p>Volume I, Section 2, ITB, Clause 2.26.6: The Prefeasibility report prepared [for and on behalf of the Authority] by its consultant, in respect of the Project is only as a preliminary reference document aimed at providing assistance to the Bidder. However Bidders are expected to carry out their own due diligence, surveys, investigations and other detailed examination of the Project/Project report or its necessary details before submitting their Bids.....</p>	<p>Entire RFP document wherever referred The Techo Economic Viability (TEV) Report prepared [for and on behalf of the Authority] by its consultant, in respect of the Project is only as a preliminary reference document aimed at providing assistance to the Bidder. However Bidders are expected to carry out their own due diligence, surveys, investigations and other detailed examination of the Project/Project report or its necessary details before submitting their Bids.....</p>
20.	<p>Volume I, Section 2, ITB, Clause 2.27.1: The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a Nationalised Bank, in India, in favour of the Authority in the format at Appendix-V (the “Bank Guarantee”) and having a validity period of not less than 300 days from the Bid Due Date including a claim period of 60 days, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.</p>	<p>AMENDMENT The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.7 hereinabove in the form of an irrevocable and unconditional bank guarantee issued by a Nationalised Bank, in India, in favour of the Authority in the format at Appendix-VI (the “Bank Guarantee”) and having a validity period of not less than 300 days from the Bid Due Date including a claim period of 60 days, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required.</p>
21.	<p>Volume I, Section 2, ITB, Clause 2.27.4: The Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on cancellation of Bidding Process by the Authority or on the acceptance of the Bid of the Selected Bidder, except in case of</p>	<p>AMENDMENT (a) (i) The Bid Security of all the Bidders shall be returned by the Authority, without any interest, as promptly as possible, but not later than 3 months of the Bid Due Date, on cancellation of</p>

	<p>2nd Highest Bidder, where the Bid Security shall be returned without interest within 3 months of the Bid Due Date. The Bid Security of 2nd Highest Bidder shall be promptly returned not later than 15 days of the signing of Concession Agreement by the Authority with the highest bidder. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.</p>	<p>Bidding Process by the Authority.</p> <p>(ii) In case of acceptance of the Bid of the Selected Bidder, the Bid Security of all unsuccessful Bidders except the 2nd Highest Bidder shall be returned without any interest within 3 months of the Bid Due Date. The Bid Security of 2nd Highest Bidder shall be promptly returned not later than 15 days of the signing of Concession Agreement by the Authority with the Highest Bidder.</p> <p>(b) Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.</p>
22.	<p>Volume I, Section 2, ITB, Clause 2.27.7.d) (iv): fails to pay the requisite fees payable within the stipulated time period as specified in the RFP</p>	<p>AMENDMENT fails to pay the requisite Upfront Premium payable within the stipulated time period as specified in the RFP.</p>
23.	<p>Volume I, Section 2, ITB, Clause 2.27.7.a) & f): The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and..... a) b) c)</p>	<p>Clause 2.27.7. a) and f) to be deleted and considered ineffective.</p>
24.	<p>Volume I, Section 3, ITB, Clause 3.1.1: Only those Bidders whose Bids are found to be responsive and who meet the eligibility criteria set forth in 2.2.1 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.</p>	<p>AMENDMENT Only those Bidders whose Bids are found to be responsive and who meet the eligibility criteria set forth in 2.2.2 & 2.2.3 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.</p>
25.	<p>Volume I, Section 3, ITB, Clause 3.2.1: The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.</p>	<p>AMENDMENT The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-II.</p>

26.	<p>Volume I, Section 3, ITB, Clause 3.3.3 that is immediately following Clause 3.2.1: The Bidder should furnish the required project-specific information and evidence in support to its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.</p>	<p>AMENDMENT This Clause is wrongly numbered. It should have been 3.2.2. This Clause is deleted.</p>
27.	<p>Volume I, Section 3, ITB, Clause 3.3.1: The Bid must be accompanied by the audited annual reports of the Bidder (of each member in case of a Consortium) for the preceding financial year from the Bid Due Date.</p>	<p>AMENDMENT The Bid must be accompanied by the audited annual reports of the Bidder (of each member in case of a Consortium) for the preceding 3 Financial Years from the Bid Due Date.</p>
28.	<p>Volume I, Section 3, ITB, Clause 3.3.3; The Bidder must establish a minimum Net Worth or average annual turnover specified in Clause 2.2.2 (B) and provide details as per format at Annex-III of Appendix-I.</p>	<p>AMENDMENT The Bidder must establish a minimum Net Worth or average annual turnover specified in Clause 2.2.2 (B) and provide details as per format at Annex-III of Appendix-II.</p>
29.	<p>Volume I, Section 3, ITB, Clause 3.5.3; Price Bid is required to be furnished in the format at Appendix-II, clearly.....</p>	<p>AMENDMENT Price Bid is required to be furnished in the format at Appendix-III, clearly.....</p>
30.	<p>Volume I, Section 3, ITB, Clause 3.5.9: After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall in terms hereof and more particularly the LOA, incorporate the Concessionaire and execute the Concession Agreement within the period prescribed in Clause 1.3 and more particularly in the LOA. The Selected Bidder and / or the Concessionaire shall not be entitled to seek any deviation in the Concession Agreement.</p>	<p>AMENDMENT After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall in terms hereof and more particularly the LOA, incorporate the Concessionaire, if required and execute the Concession Agreement within the period prescribed in Clause 1.3 and more particularly in the LOA. The Selected Bidder and / or the Concessionaire shall not be entitled to seek any deviation in the Concession Agreement.</p>
31.	<p>Volume I, Section 3, ITB, Clause 3.7: Payments by the selected bidder....</p>	<p>AMENDMENT It is clarified that, the payment of Performance Security shall, as fulfilment of the Conditions Precedent in accordance with the terms of the LoA and the Concession Agreement, be made by Selected Bidder within a period of 3 months from the date of execution of the Concession Agreement.</p>
32.	<p>Volume I, Section 2, ITB, Clause 2.14.1: Bids should be submitted before 1500 hours IST on March 09, 2015 the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3.</p>	<p>AMENDMENT Bids should be submitted before 1500 hours IST on March 25, 2015 the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3.</p>

33.	<p>Volume II, , Draft CA, Recital (H), iii: Performance Security: furnished a Performance security for an amount equivalent to Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakhs Only) in the form of an irrevocable and unconditional Bank Guarantee no. _____, dated _____, from _____ Bank (a Nationalized Bank), in the format prescribed at Appendix _____ hereof, in favor of _____, payable at _____, with an initial validity period of __ years.</p>	<p>CLARIFICATION It is clarified that, the payment of Performance Security shall, as fulfilment of the Conditions Precedent in accordance with the terms of the LoA and the Concession Agreement, be made by Selected Bidder within a period of 3 months from the date of execution of the Concession Agreement. This Recital shall be considered to have been deleted or made inoperative.</p>
34.	<p>Volume II, Article 1, Draft CA, Clause 1.2.1 (q): references to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;</p>	<p>AMENDMENT references to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;</p>
35.	<p>Volume II, Article 4, Draft CA, Clause 4.1.2 The Concessionaire may, at any time after 90 (ninety) days from the Execution Date or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 30 (thirty) days of the notice, or such longer period not exceeding 120 (One hundred twenty) days as may be specified therein. The Conditions Precedents required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:.....</p>	<p>AMENDMENT The Concessionaire may, upon providing Performance Security to the Authority in accordance with Clause 9 of this Agreement, at any time after 30 (thirty) days from the Execution Date or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 60 (sixty) days of such notice or such later time as may be mutually decided between the Concessionaire and the Authority. The Conditions Precedents required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:.....</p>
36.	<p>Volume II, Article 4, Draft CA, Clause 4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of 90 days from the Execution Date or on any date thereafter, shall be deemed to have been fulfilled when the Concessionaire shall have:</p>	<p>AMENDMENT The Conditions Precedent required to be satisfied by the Concessionaire within a period of 90 days (30 days in case of Clause 4.1.3(b)) from the Execution Date or on any date thereafter with the permission of the Authority, shall be deemed to have been fulfilled when the</p>

		<p>Concessionaire shall have:</p> <p>NOTE <i>Since Performance Security is being taken by the Authority as a part of Conditions Precedent instead of at the time of signing of Concession Agreement, it should be ensured that the Bid Security of the Selected Bidder is duly extended to remain valid till the time of furnishing of Performance Security.</i></p>
37.	<p>Volume II, Article 1, Draft CA, Clause 4.2 Damages for delay by the Authority In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within 210 (two hundred and ten) days from the Appointed Date, and (ii) the delay has not occurred as a result of failure or breach of the obligations under this Agreement by the Concessionaire, or due to Force Majeure, then the Authority shall pay to the Concessionaire, Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 12% (twelve percent) of the Performance Security.</p> <p>Any delay by the Authority in the fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2, save and except for reasons attributable to the Selected Bidder/Concessionaire or Force Majeure; beyond a period of 270 (two hundred seventy) days from the date of this Agreement or such later date as mutually agreed between the Parties, would entitle the Concessionaire to terminate this Agreement as per provisions hereof.</p> <p>In such an event of termination, the Authority shall</p> <p>(i)</p> <p>(ii)</p>	<p>AMENDMENT</p> <p>(a) In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure or breach of the obligations under this Agreement by the Concessionaire, or due to Force Majeure, then the Authority shall pay to the Concessionaire, Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 12% (twelve percent) of the Performance Security.</p> <p>(b) Any delay by the Authority in the fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2, save and except for reasons attributable to the Selected Bidder/Concessionaire or Force Majeure; beyond a period of 60 days from time specified in this regard in Clause 4.1.2, would entitle the Concessionaire to terminate this Agreement as per provisions hereof.</p> <p>(c) In such an event of termination, the Authority shall:</p> <p>(i)</p> <p>(ii)</p> <p>(iii) in respect of the Upfront Premium paid by the Concessionaire to the Authority, be liable to refund the same to the Concessionaire</p>

38.	<p>Volume II, Article 4, Draft CA, Clause 4.3 (a) Damages for delay by the Concessionaire In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 210 (two hundred ten) days from the date of this Agreement, and (ii) the delay has not occurred as a result of Authority’s failure to fulfil the obligations under Clause 4.1.2 or due to Force Majeure or fulfilment of such Condition Precedent has not been waived off by Authority, the Concessionaire shall pay to the Authority, Damages in an amount calculated at the rate of 0.2% (zero point two percent) of the Performance Security for each day's delay subject to a maximum of 12% Performance Security; without prejudice to any other rights and remedies available to the Authority in terms hereof or under law or otherwise.</p>	<p>AMENDMENT In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 90 (ninety) days from the date of this Agreement or on any date thereafter with the permission of the Authority and (ii) the delay has not occurred as a result of Authority’s failure to fulfil the obligations under Clause 4.1.2 or due to Force Majeure or fulfilment of such Condition Precedent has not been waived off by Authority, the Concessionaire shall pay to the Authority, Damages in an amount calculated at the rate of 0.2% (zero point two percent) of the Performance Security for each day's delay subject to a maximum of 12% Performance Security; without prejudice to any other rights and remedies available to the Authority in terms hereof or under law or otherwise.</p>
39.	<p>Volume II, Article 4, Draft CA, Clause 4.3 (b) Notwithstanding anything to the contrary in the event delay referred to in aforesaid Clause 4.3 (a) above, exceeds a period of 270 (two hundred seventy) days from the date of this Agreement or goes beyond such later date as may be mutually agreed between the Parties for fulfilment of condition precedent, then the Authority would be entitled to terminate this Agreement in accordance with the provisions hereto.</p> <p>In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall, without prejudice to any other right or remedy that may be available to the Authority under this Agreement, be entitled to:</p> <p>(i) forfeit/invoke and appropriate the Performance Security as the case may be;</p>	<p>AMENDMENT Notwithstanding anything to the contrary in the event of delay referred to in aforesaid Clause 4.3 (a) above, exceeds a period of 150 (one hundred and fifty) days from the date of this Agreement or goes beyond such later date as may be mutually agreed between the Parties for fulfilment of condition precedent, then the Authority would be entitled to terminate this Agreement in accordance with the provisions hereto.</p> <p>In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall, without prejudice to any other right or remedy that may be available to the Authority under this Agreement, be entitled to:</p> <p>(i) forfeit/invoke and appropriate the Performance Security or the Bid Security as the case may be;</p>
40.	<p>Volume II, Article 4, Draft CA, Clause 4.3 (b) (ii): Damages for delay by the Concessionaire appropriate the payments [including towards the total land premium] made by the Concessionaire</p>	<p>AMENDMENT Clause 4.3(b)(i) to be deleted and considered ineffective.</p>

	in terms of the RFP and/or LOA, till the date of such termination, as damages;	
41.	<p>Volume II, Article 5, Draft CA, Clause 5.3.1 & 5.3.2 :</p> <p>Obligations relating to Change in Ownership</p> <p>The Selected Bidder shall adhere to the equity lock-in-requirements set out in clause 5.6 (g) below and shall not undertake.....</p>	<p>AMENDMENT</p> <p>Where the Selected Bidder has incorporated a SPV to act as the Concessionaire for the purpose of this Agreement, the Selected Bidder.....</p>
42.	<p>Volume II, Article 5, Draft CA, Clause 5.6 g:</p> <p>Obligations of the Selected Bidder</p> <p>The Selected Bidder shall in accordance with and subject to the provisions of this Agreement, undertake or manage, inter alia, the.....</p>	<p>AMENDMENT</p> <p>Where the Selected Bidder has incorporated a SPV to act as the Concessionaire for the purpose of this Agreement, the Selected Bidder.....</p>
43.	<p>Volume II, Article 9, Draft CA, Clause 9.1:</p> <p>Performance security</p> <p>9.1.1 The Concessionaire has, for the performance of its obligations hereunder during the Compliance Period.....</p>	<p>CLARIFICATION</p> <p>It is clarified that, the payment of Performance Security pursuant to Clause 9.1.1 of this Agreement shall, as fulfilment of the Conditions Precedent in accordance with the terms of the LoA and the Concession Agreement, be made by Selected Bidder within a period of 3 months from the date of execution of the Concession Agreement.</p>
44.	<p>Volume II, Article 9, Draft CA, Clause 9.1:</p> <p>Performance security</p> <p>9.1.2 The Performance Security shall remain valid and be maintained in full force and effect throughout the Construction Period and until expiry of 3 (three) months period commencing from the Project Completion Date.</p>	<p>AMENDMENT</p> <p>9.1.2 The Performance Security shall remain valid and be maintained in full force and effect throughout the Concession Period.</p>
45.	<p>Volume II, Article 14, Draft CA, Clause 14.4:</p> <p>Completion of Punch List items</p> <p>14.4.1 All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than.....</p>	<p>AMENDMENT</p> <p>In case the Concessionaire delays in fulfilment and completion of the items under the Punch List within the time period as specified above, the Authority shall in place of and at the cost of the Concessionaire fulfil and complete such items of the Punch List as remaining incomplete. The Concessionaire shall be liable to pay penalties to the Authority for such delay in terms of the provisions of the Clause 12.4.2 of this Agreement.</p>
46.	<p>Volume II, Article 17, Draft CA, Clause 17.1.1 (e):</p> <p>O&M obligations of the Concessionaire</p> <p>Undertaking major & routine maintenance such as repairs, refurbishments, drainage system, structures, buildings, fire system, etc.</p>	<p>AMENDMENT</p> <p>Undertaking within the Project Site/ Additional Land as the case may be, major & routine maintenance activities such as repairs, refurbishments of the drainage system,</p>

		structures, buildings, machines & equipments, fire system, etc.
47.	<p>Volume II, Article 17, Draft CA, Clause 17.2.1 (b): Maintenance Requirements ensure that the facilities are operational and rectification of the defects and deficiencies within the minimum time</p>	<p>AMENDMENT ensure that the facilities are operational and rectification of any defect and deficiency takes place within the minimum time period, as per and in compliance with the acceptable and high safety standards and safety practices followed by the industry.</p>
48.	<p>Volume II, Article 17, Draft CA, Clause 17.2.2 : Maintenance Requirements Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the Project poses danger to the life and property of the users thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.</p>	<p>AMENDMENT Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the Project poses danger to the life and property of the users/ Concessionaire's and contractors'/ operators' staff & employees, including workers thereof, the Concessionaire shall promptly take all reasonable measures for eliminating or minimizing such danger.</p>
49.	<p>Volume II, Article 17, Draft CA, Clause 17.3 : Maintenance Manual Not later than 180 (one hundred and eighty) days prior to the Scheduled Project Completion Date, the Concessionaire shall evolve.....</p> <p>Note: Kindly confirm the time period for updation of the Maintenance Manual.</p>	<p>DELETION The Note below this Clause must be considered to have been deleted</p>
50.	<p>Volume II, Article 17, Draft CA, Clause 17.4.1 : Safety, breakdowns and accidents The Concessionaire shall ensure safe conditions in the Mill, and in the event of unsafe conditions, breakdowns and accidents, it shall follow the relevant operating procedures and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.</p>	<p>AMENDMENT The Concessionaire shall ensure safe conditions in the Project Site/ Additional Land as the case may be, and in the event of unsafe conditions, breakdowns and accidents, it shall follow the relevant operating procedures and removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.</p>
51.	<p>Volume II, Article 24, Draft CA, Clause 24.1.1: Financial Close</p> <p>24.1.1 The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 210 (two hundred and ten) days from the date of this Agreement and in the event of delay, it</p>	<p>AMENDMENT The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement or on any date thereafter with the permission of the Authority and in the event of delay, and unless the time for fulfilment of</p>

	shall be entitled to a further period not exceeding 60 days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day of delay subject to maximum of 12% Period Security, at the as per the rate specified in Clause 4.3; provided that the Damages specified herein shall be payable every week in advance, and the period beyond the said 210 (two hundred and ten) days shall be granted only to the extent of Damages so paid.....	Conditions Precedent has been extended as per provisions of Clause 4.4, it shall be entitled to a further period not exceeding 60 (sixty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.2% (zero point one two per cent) of the Performance Security for each day of delay subject to maximum of 12% of Performance Security, as per the rate specified in Clause 4.3; provided that the Damages specified herein shall be payable every week in advance, and the period beyond the said 90 (ninety) days shall be granted only to the extent of Damages so paid.....
52.	Volume II, Article 25, Draft CA, Clause 25.2.2 : Annual lease rent For securing the payment of the Annual Lease Rentals, the Concessionaire shall along with the Annual Lease rentals.....	AMENDMENT/ DELETION The Clause may be considered to have been deleted.
53.	Volume II, Article 45, Draft CA : Page 97: Definition of Financial Default "Financial Default" shall have the meaning set forth in Schedule O ;	AMENDMENT "Financial Default" shall have the meaning set forth in Schedule N ;
54.	Volume II, Article 45, Draft CA : Page 99: Definition of Project "Project" shall mean and refer to design, construction, finance, operation, maintenance and transfer of the Project Facilities at the Site, comprising the Project Facilities set forth in Schedule C , in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;	AMENDMENT "Project" shall mean and refer to design, construction, finance, operation, maintenance and transfer of the Project Facilities at the Site, comprising the Project Facilities set forth in Schedule B , in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;
55.	Volume II, Article 45, Draft CA : Page 100: Definition of Project Facilities "Project Facilities" means the Mandatory Project Components/Minimum Development Obligations [including all the On-Site amenities and facilities required as basic and support infrastructure for Project, for the optimal functioning thereof, including but not limited to sewage and sanitation system, water supply, electricity distribution and supply, paved roads and lanes, situated on the Site, as described in Schedule C to be developed, operated and maintained by the Concessionaire on	AMENDMENT "Project Facilities" means the Mandatory Project Components/Minimum Development Obligations [including all the On-Site amenities and facilities required as basic and support infrastructure for Project, for the optimal functioning thereof, including but not limited to sewage and sanitation system, water supply, electricity distribution and supply, paved roads and lanes, situated on the Site, as described in Schedule B to be developed, operated and maintained by the Concessionaire on the Project Site in terms of the Agreement and

	the Project Site in terms of the Agreement and more particularly in terms of Schedule B . The term Project Facilities shall on and with effect from the date of execution of the lease deed with respect of the Additional Land would also include the optional Ginning Unit, set up in accordance with the terms of this Agreement at the Additional Land	more particularly in terms of Schedule A . The term Project Facilities shall on and with effect from the date of execution of the lease deed with respect of the Additional Land would also include the optional Ginning Unit, set up in accordance with the terms of this Agreement at the Additional Land
56.	Volume II, Article 45, Draft CA : Page 101: Definition of Specifications and Standards "Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Facility, as set forth in Schedule D , and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Facility submitted by the Concessionaire to, and expressly approved by, the Authority;	AMENDMENT "Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Facility, as set forth in Schedule C , and any modifications thereof, or additions thereto, as included in the design and engineering for the Project Facility submitted by the Concessionaire to, and expressly approved by, the Authority;
57.	Volume II, Article 45, Draft CA : Page 103: Definition of Vesting Certificate "Vesting Certificate" shall have the meaning set forth in Clause 35.3; and	AMENDMENT "Vesting Certificate" shall have the meaning set forth in Clause 35.4; and
58.	Volume II, Schedules to the Concession Agreement: (List of Schedules) A. Site of the Project B. Project Facilities C. Specifications and Standards D. Applicable Permits E. Performance Security F. Approved Implementation Plan G. Completion Certificate / Provisional Certificate H. Selection of Independent Engineer I. Terms of Reference for Independent Engineer J. Lease Deed K. Vesting Certificate L. Substitution Agreement	AMENDMENT A. Site of the Project B. Project Facilities C. Specifications and Standards D. Applicable Permits E. Performance Security F. Left Blank G. Left Blank H. Approved Implementation Plan I. Completion Certificate / Provisional Certificate J. Selection of Independent Engineer K. Terms of Reference for Independent Engineer L. Lease Deed M. Vesting Certificate N. Substitution Agreement
59.	Volume II, Schedules to the Concession Agreement: Page 116 to 118- Schedule G- Lease Rent Security	AMENDMENT The Schedule G stands deleted and "Left Blank"

Note:

This Addendum I shall form an Integral Part of the RFP Document, including the Draft Concession Agreement contained in Volume II of the RFP Document (with this Addendum taking precedence over the RFP Document, wherever there is a Conflict) and the Concession Agreement to be signed by the successful Bidder with the Authority.

Any of the Amendments/ modifications as detailed above are implied to give effect of amendments / modifications to the relevant clauses/ sub-clauses of the issued/ Uploaded RFP Documents, even if the Employer has not specifically mentioned the amendment in any relevant clause/ sub-clause.

Addendum II, if any, and/ or if required, would be uploaded on the Websites mentioned in Query/ Concern at S.No. 1 of this Addendum I, on 10th March 2015.

Amended Appendices with (Annexures) to Instructions to Bidders (Volume I)

(Bidders are requested to consider the Amended Appendices and Ignore the Appendices provided in the RFP Volume I)

APPENDIX I:

Project Information/ TEV Report

It has been uploaded on the Websites mentioned in Clarification to Query/ Concern at Sl. No. 1 above, as "TEV Report Konark Spin Project"

APPENDIX II

Letter Accompanying the Bid *(Refer Amended Clause 2.13.2 (i))*

Dated:

Orissa

Sub: Bid for “Development & establishment of 25000 spindle spinning mill at Konark Spin, Kesinga” Project

Dear Sir

With reference to your RFP document dated January 2015, alongwith Addendum issued dated March 2015, with the Addendum superseding the RFP in case of any inconsistency, I/we, having examined the RFP document and its Addendum (together hereinafter called the “RFP Document”) and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

- 2 All information provided in the Bid and in the Appendices and Annexures is true and correct and all documents accompanying such Bid 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 Bid.
- 5 I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6 We certify that in the last 3 (three) years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including the Addendum issued by the Authority;

- (b) I/ We do not have any conflict of interest in accordance with the RFP 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 of the RFP 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 Clause 4 of the RFP 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 Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Financial & technical Capacity criteria and meet(s) the requirements as specified in the RFP document and are/is qualified to submit a Bid.
10. I/ We declare that we/any Member of the Consortium, are/ is not a Member of a/any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we 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 have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.
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 guidelines referred to above, we shall intimate the Authority of the same immediately.
15. I/We acknowledge and undertake that, I/We shall hold not less than 100% (one hundred percent) of the subscribed and paid up equity capital of the Concessionaire at all times commencing from the date of incorporation of the Concessionaire, until and including the Execution Date.

16. I/ We further acknowledge and undertake that I/We shall abide by the Equity Shareholding commitments in the Concessionaire, in compliance with Clause 5.6 g. of Volume II of the RFP (Concession Agreement). *(This is applicable only in case the selected bidder incorporates an SPV to act as the Concessionaire for the Project.*
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the letter of award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to 5th (fifth) anniversary of the Appointed Date, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. In the event of my/ our being declared as the Selected Bidder, I/We agree to incorporate an appropriate Special purpose company under the Companies Act, 2013, to act as the Concessionaire and to *(incorporate the highlighted text in case of a Consortium or in case the selected bidder chooses to incorporate an SPV to act as the Concessionaire)* enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
20. I/We offer a Bid Security of Rupees Thirty Lakhs to the Authority in accordance with the RFP Document. The Bid Security in the form of a Demand Draft/ irrevocable and unconditional Bank Guarantee *(strike out whichever is not applicable)* is attached.
21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
22. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided in the RFP, are enclosed.

23. I/ We understand that the selected Bidder who is an individual or a Consortium shall incorporate the Concessionaire as a special purpose vehicle for undertaking the Project, prior to signing of the Concession Agreement *(required only in case of a Consortium or in case the selected bidder chooses to incorporate an SPV to act as the Concessionaire)*.
24. I/ We, hereby irrevocably waive any right 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 Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Projects and the terms and implementation thereof.
26. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
27. I/ We certify that in terms of the RFP, my/our Net worth as on 31st March 2014 is Rs. _____ (Rupees _____ in words)/ our Turnover for the Last 3 Financial Years, ie. FY 2011-12, 12-13 & 13-14 is Rupees _____, _____ & _____ respectively. Further, our Profit in the Last 3 Financial Years, ie. FY 2011-12, 12-13 & 13-14 is Rupees _____, _____ & _____ respectively.
28. 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 Bid under and in accordance with the terms of the RFP document.

Yours faithfully,
(Signature of the Authorised signatory)

Date:
Place:

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Firm

ANNEX-I to Appendix II

Details of Bidder

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 enclose copies of Certificate of Incorporation & Memorandum and Articles of Association of the Company):
 - (e) Board of Directors and Shareholding Pattern
2. Brief description of the Company & Promoter including details of its main lines of business and proposed role and responsibilities in this Projects:
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 Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the members of the Consortium.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(f) should be attached to the Bid.
 - (c) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer Clause 2.2.6(d)}	Percentage of equity in the Consortium {Refer Clauses 2.2.3 & 2.2.6 (a) & (c)}
1.			
2.			

- (d) The following information shall also be provided for each member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project[s] (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		

6. A statement by the Bidder and each of the members of its consortium (where applicable) 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):

ANNEX-II to Appendix II

Technical Capacity of the Bidder

(Refer to Clauses 2.2.2(A), 3.2 and 3.3 of the RFP, alongwith Amendments in this Addendum)

Item	Particulars of the Project
Title & nature of the project (Confirm that it belongs to the Textile Industry sector and further, what kind of field, capacity, production etc.- Please give elaborate description- Use extra	
Type and Nature of experience (Development/ Operations & Management)	
If Development, then years in which it was developed – start date, completion date, extent of development. The period should adhere to the validity period indicated If being operated, then period of Operations and management, alongwith yearwise and product-wise production details.	
Location	
Project cost in case of development/ Turnover in case of O&M	
Equity shareholding in the Project(with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No). If yes, name of the Associate and equity shareholding of Bidder in Associate or Visa versa/ or Equity shareholding of parent company in the Bidder and the Bidder's Associate.	

Explanatory Notes

- 1. In case of a Consortium, above information should be provided by each member of the Consortium.*
- 2. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.*
- 3. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Indian Rupees Sixty) to a US Dollar. 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 Bid 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.*

4. Certificate from the Bidder's statutory auditor[§] or its respective clients must be furnished as per formats below for each project experience claimed. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

Certificate from the Statutory Auditor regarding Project experience ^Φ

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidder/ Member/ Associate) has developed and/ or operated and managed the (name of project) for (nature of project).

In case of Development:

_____ (Bidder) has developed the Project from year ____ to year ____ and has successfully been commissioned. The Project is/ was Operated by _____ (Bidder) from _____(year) to _____ (year). The Total project cost was _____ and the Yearwise Turnover in the years of operations by _____ (Bidder) from the Project is as follows:

In case of Operations & Management (O&M):

The _____ (Bidder) has Operated and managed the Project from _____(year) to _____ (year). The Yearwise Turnover in the years of operations by _____ (Bidder) from the Project is as follows:

We further certify that _____ (Bidder) holds ____% equity stake *directly in the subscribed and paid up equity of the entity owning the Project.*

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

5. In the event that credit is being taken for the Technical/ Financial Capacity of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the format below:

[§] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

^Φ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder/Consortium Member/ Associate) is held, directly or indirectly[£], by (name of Associate/ Bidder/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

6. *It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in evaluation.*
7. *For a Project to be considered hereunder for Technical Capacity evaluation, the Bidder/ entity claiming experience should have directly held in the subscribed and paid up equity of the entity owning the Project, a minimum equity stake of 26%.*
8. *Experience in respect of the same project/activity relating to a 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/ project shall be permitted in any manner whatsoever. Provided however where a particular project has been implemented in a consortium by two or more members of a Consortium, bidding for the Project, each such consortium member shall be entitled to claim and substantiate their respective share of work done towards the implementation of the project.*

[§] In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

[£] In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of "control" is not broken.

ANNEX-III to Appendix II

Financial Capacity of the Bidder

(Refer to Clauses 2.2.2(B), 2.2.4 (ii) and 3.3 of the RFP, alongwith Amendments in this Addendum)

Bidder type \$	Net Worth € (in Rs. Crore) \$\$ as on 31.03.2014	Average Annual Turnover (over the last three FYs 2011- 12, 12-13, 13-14)	Net Profit (Rupees)- Profit After Tax		
			FY 11- 12	FY 12- 13	FY 13- 14
Single entity Bidder					
Consortium Member 1					
Consortium Member 2					
TOTAL					

\$ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

€ The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

\$\$ For conversion of other currencies into rupees, see note below Annex-II of Appendix-II.

Instructions:

1. The Bidder/ its constituent consortium members shall attach copy of the balance sheet, financial statements and Annual Report for preceding 3 Financial Year (FY 11-12, 12-13 & 13-14) at the Bid Due Date. The financial statement shall:
 - a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
 - b) be audited by a statutory auditor;
 - 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).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (f) of the RFP document.

4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the Turnover & net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.

ANNEX-IV to Appendix II

Statement of Legal Capacity

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

Date:

To,

Dear Sir,

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

APPENDIX III
(To be sealed in a separate envelope as per RFP)

Letter comprising the PRICE BID
(Refer Clauses 2.13.1 and 3.5.3 alongwith Amendments in this Addendum)

Dated:

Sub: Price Bid for '**Development & establishment of 25000 spindle spinning mill at Konark Spin, Kesinga**' Project

Dear Sir

With reference to your RFP document, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Price Bid for the aforesaid Project. The Price Bid is unconditional and unqualified.

1. I/We hereby submit our Price Bid in terms whereof, we offer to pay to Authority in consideration of the lease to be granted by the Authority in respect of the project site, an annual lease rent equivalent to **Rs. _____ = Rs. _____** (*indicate in words also*) ("**Annual Lease Rent**") for 10 acres of Land at the Project Site. We agree and acknowledge that the aforesaid amount shall be the Annual Lease Rent payable in the first three years of the lease period and thereafter the Annual Lease Rent shall be subject to escalation at the rate of 10% at the expiry of every three years during the lease period, over the last paid annual lease rental, in accordance with the Bidding Documents and particularly the Concession Agreement.
2. We hereby understand and agree that the Price Bids will be evaluated for the Project on the basis of the Annual Lease Rent. The Annual Lease Rent amount shall constitute the sole criteria for evaluation of Bids and the Project shall, subject to the provisions of the RFP, be awarded to the Bidder quoting the highest Annual Lease Rent.
3. We hereby declare and confirm that the Annual Lease Rent has been quoted by me/ us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement (including the Addendum), our own estimates of costs and after a careful assessment of the Sites and all the conditions that may affect the Bid.
4. I/We agree to keep this offer valid for 240 (two hundred and forty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/We submit this Price Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm

Date:

Place:

APPENDIX IV

Power of Attorney for signing of Bid

(Refer Clause 2.2.5 alongwith Amendment in Addendum)

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 bid for the **** Project proposed or being developed by the **Odisha Spinning Mills Federation Ltd.(SPINFED)** (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders' 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 lawfully 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 _____, 20**.

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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX V

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.13.2 alongwith Amendments in Addendum)

Whereas the “the Authority” has invited Bids from interested parties for the **Development & establishment of 25000 spindle spinning mill at Konark Spin, Kesinga** Project.

Whereas, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of RFP document 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 _____ and _____ having our registered office at _____ (the respective names and addresses of the registered office of the Consortium members) (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize 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 submission of its bid for the Project, including but not limited to signing and submission of all Bids, 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 bid[s] 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 lawfully 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 ____20**

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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX-VI

Bank Guarantee for Bid Security

(Refer Clauses 2.27 alongwith Amendments in Addendum)

B.G. No.

Dated:

1. In consideration of you, **Odisha Spinning Mills Federation Ltd.(SPINFED)**, having its office at Hastatanta Bhawan, Unit IX, Janpath, Bhubaneswar - 751022, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [a Company registered under provision of the Companies Act, 1956] and having its registered office at ____ [and acting on behalf of its Consortium] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **Development & establishment of 25000 spindle spinning mill at Konark Spin, Kesinga** Project on DBFOT basis (hereinafter referred to as "the **Project**") pursuant to the RFP Document dated <<to be inserted>> issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at ____ and one of its branches at _____ (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Indian Rupees Thirty lakhs (INR 30,00,000/-) as bid security (hereinafter referred to as the "**Bid Security**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards

amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Indian Rupees Thirty Lakhs.

4. This Guarantee shall be irrevocable and unconditional and remain in full force for a period of 300 (three hundred) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of letter of award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 30 Lakhs (Rupees Thirty Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 300 days after the Bid Due Date)]

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-VII
Joint Bidding Agreement
(Refer Clause 2.2.6(f), alongwith Amendments in Addendum)

(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 (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 (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS

- (A) **Odisha Spinning Mills Federation Ltd.(SPINFED)**, Orissa, represented by its _____ and having its principal office at _____(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 Bids (“the **Bids**”) by its Request for Qualification-cum-Request for Proposal No. dated (the “**RFP**”) for selection of bidders for **Development & establishment of 25000 spindle spinning mill at Konark Spin, Kesinga** (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 RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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 Bidding Documents.

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 Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate the Concessionaire as a special purpose vehicle 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 and the {Technical/ financial 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 Concessionaire shall become effective;
- (b) Party of the Second Part shall be {the technical member of the Consortium; and}

5. Joint and Several Liabilities

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 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 Concessionaire

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

First Party:

Second Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Concessionaire shall, at all times during the period commencing from the Execution Date and till the 5th (Fifth) anniversary of the Appointed Date (the **Lock-in Period**), be held by the Lead Member of the Consortium and a minimum of 10% of the subscribed and paid up equity share capital of the Concessionaire shall at all times during the Lock-in Period be held by the other member.

6.3 In this regard the Parties further undertake that the Lead Member thereof shall hold an equity share of at least 26% (twenty six per cent) of the paid up and subscribed equity capital of the Concessionaire during the Lock-in-Period.

6.4 The Parties agree and undertake that the aggregate equity shareholding of the Parties (in the issued and paid up equity capital of the Concessionaire shall not be less than 100% (one hundred percent) at all times commencing from the date of incorporation of the Concessionaire, until and including the Execution Date. The Parties further agree and undertake that they shall collectively hold at 51% (fifty one percent) of the subscribed and paid up equity share capital of the Concessionaire at all times until the 5th (fifth) anniversary of the Appointed Date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and more particularly 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 fulfillment 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 qualified / shortlisted for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not 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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)

For and on behalf of
SECOND PART by:
(Signature)
(Name)

(Designation)
(Address)

(Designation)
(Address)

In the presence of:

- 1.
- 2.

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.*

THE ODISHA STATE CO-OPERATIVE SPINNING MILLS FEDERATION LTD.(SPINFED)

Request for Proposal invited dated January 20, 2015: Development of 25,000 Spindle Cotton Spinning Mill at Konarkspin, Kesinga, Odisha.

Addendum II to the RFP Document and Pre-bid Meeting held on February 05, 2015 at 1530 hours (IST) in the Conference Hall of Director Textile, Odisha, Satya Nagar, Janpath, Bhubaneswar 751007.

Sl. No.	Query/ Concern	Clarification/ Information/ Amendment
1.	Addendum I, Amendment to Query/ Concern at S.N. 40 Clause 4.3(b)(i) to be deleted and considered ineffective.	AMENDMENT Clause 4.3(b)(ii) to be deleted and considered ineffective.
2.	Addendum I, Clarification to Query/ Concern at S.N. 43 It is clarified that, the payment of Performance Security pursuant to Clause 9.1.1 of this Agreement shall, as fulfilment of the Conditions Precedent in accordance with the terms of the LoA and the Concession Agreement, be made by Selected Bidder within a period of 3 months from the date of execution of the Concession Agreement.	AMENDMENT It is clarified that, the payment of Performance Security pursuant to Clause 9.1.1 of this Agreement shall, as fulfilment of the Conditions Precedent in accordance with the terms of the LoA and the Concession Agreement, be made by Selected Bidder within a period of 30 days from the date of execution of the Concession Agreement.

Note:

This Addendum II shall form an Integral Part of the RFP Document, including the Draft Concession Agreement contained in Volume II of the RFP Document and Addendum I (with this Addendum II taking precedence over the RFP Document and the Addendum I, wherever there is a Conflict) and the Concession Agreement to be signed by the successful Bidder with the Authority.

Any of the Amendments/ modifications as detailed above are implied to give effect of amendments / modifications to the relevant clauses/ sub-clauses of the issued/ Uploaded RFP Documents and Addendum I, even if the Authority has not specifically mentioned the amendment in any relevant clause/ sub-clause.