

MP ROAD DEVELOPMENT CORPORATION LIMITED, BHOPAL  
 MINUTES OF THE PRE-BID MEETING HELD ON 23.01.2010 FOR DEVELOPMENT OF SATNA-CHITRAKOOT ROAD.

| S.No | Clarification sought/Query  | Reply of MPRDC   |
|------|---|--|
| 1    | <p>Instructions to Bidder Part-I Conflict of Interest- Clause 2.1.14(i). Permissible common share holding limit allowed is less than 1%. Whereas in NHAI and other projects it is raised to 25%. Kindly consider for amendment.</p> | <p><b>Class 2.1.14 &amp; clause 2.20.7 is amended as under:-</b></p> <p>A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have such a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate 5% of the value of the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the MPRDC for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:</p> <p>(i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is not more than 25% (twenty five percent) of its paid up and subscribed capital; provided further that 10%</p> |



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|  |  | <p>disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or</p> <p>(ii) a constituent of such Bidder is also a constituent of another Bidder; or</p> <p>(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such</p> |
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|  |  | <p>subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or</p> <p>(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or</p> <p>(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or</p> <p>(vi) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project. Notwithstanding anything stated herein a conflict of interest situation arising at the pre-qualification stage will be considered to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.</p> <p><b>Explanation:</b><br/>In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.</p> <p>For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium</p> |
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Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

**Clause 2.20.7** The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the MPRDC for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:-

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the MPRDC;
- (d) In the case of Selected Bidder, if it fails within the specified time limit



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|   |   | <p>(i) to sign and return the duplicate copy of LOA;</p> <p>(ii) to sign the Concession Agreement; or</p> <p>(iii) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or</p> <p>(iv) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.</p> <p>Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.20.7 (a), the damage so claimed by MPRDC shall be restricted to 5% of the value of the Bid Security.</p> |
| 2 | Part-IV Schedule-C : The schedule for laning date of start occur on the 730 <sup>th</sup> day from the appointed date. Please clarify whether the project is for four laning or for two laning  | The project is two laning.   |
| 3 | Extension of Period: Upon extension of any or all of the aforesaid project milestone or the Schedule for laning date. Four laning be amended as per scope of work   | The project is two laning  |
| 4 | Schedule-J Completion certificate. Four laning be amended as per scope of work  | The project is two laning  |
| 5 | <p>Schedule-R. Fee notification. There is overwriting in the notification dated 22.12.2009. Basic toll rate effective from 01.09.2007 are given, where as new toll rate policy is also enforced.</p> <p>i) Fee notification date may please be clearly notified.</p> <p>ii) Whether the rate given in Fee notification shall be applicable or shall be amended as per new toll rate</p> | Toll notification annexed at Schedule-R is effective for the project.  |



|    | policy based on four lane toll rate.  |   |
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| 6  | <p>Schedule-D, Clause 10.4.5. Within 5 years of COD, at least one both or either side traffic shall be upgraded to toll collection with the help of smart card.</p> <p>As such the usage of smart card is not very common in India and this system may not be require for two lane traffic. Therefore request you to please delete this restriction. As any developer will provide the fastest way for its toll collection, in case of heavy traffic.</p>     | No change   |
| 7  | <p>Concession Agreement Clause 29.1.1, The target traffic given is as on June 2023 of 3689 PCU. There is on a very lower side, because generally it is seen that the two lane roads when upgraded to better standards, see major change in traffic pattern and inflow.</p> <p>The executive summary of DPR given with tender also states ADT of 5278 PCU currently at the project stretch. So please raise this target traffic limit to nearly 7500 PCUs.</p> | No change   |
| 9  | <p>As per Schedule-H in volume IV a list of drawings has been provided. However, drawing are missing. Request to kindly issuing the listed drawings at the earliest.</p>  | <p>Drawings shall be provided by the Concessionaire as per Standards &amp; Specification of Schedule-D.</p> |
| 10 | <p>We have been informed by our traffic survey consultant that election is going on in the <b>Satna-Chitrakoot</b> Section. Due to this they are enable to conduct the traffic survey up to 26.012.2010. The work can only be resume after 27.01.2010. It may not be out of place to mention that it takes around seven days to conduct the traffic survey.</p>   | <p>Last date of submission extended up to <b>02.03.2010 up to 15.00 hrs.</b></p>                            |
| 11 | <p>Due to the reason mentioned above, it is requested to kindly extend the date of submission for at least one month. As you are well aware that BOT projects need lots of time to prepare technical and financial bid.</p>   | <p>Last date of submission extended up to <b>02.03.2010 up to 15.00 hrs.</b></p>                            |
| 12 | <p><b>Others:</b> Financial Bid Format</p>  | <p>Revised Financial Bid Format is annexed.</p>   |



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**FORMAT FOR FINANCIAL PROPOSAL**  
(On the letterhead of the Lead Member)

**“Development of Satna-Chitrakoot Road in the State of Madhya Pradesh on BOT basis.”**

**Financial Proposal**

*(In Indian Rupees crores only)*

**For Grant to be provided by MPRDC**

|              | <b>Amount<br/>(Rs. In Crores)</b> |
|--------------|-----------------------------------|
| <b>Grant</b> |                                   |

**Or**

**For Premium to be paid to MPRDC on Commercial Operation Date (COD)**

|                | <b>Amount<br/>(Rs. In Crores)</b> |
|----------------|-----------------------------------|
| <b>Premium</b> |                                   |

Quoted Grant/Premium is Rs. \_\_\_\_\_ (Rs. .... Crores In words)

**(The figures quoted should be covered with a clear adhesive tape)**

Name of the Bidder/Consortium

Name & Signature of the Authorized Person

Notes:

- The Financial Proposal is to be signed by the authorized person of the Bidder (In case of a Consortium, as per a valid power of attorney given by all members of the Consortium).
- All the definitions shall be as per the Draft Concession Agreement (RFP Part III) unless specifically stated otherwise in this document.



**INSTRUCTION FOR MAKING FINANCIAL PROPOSAL:**

**Bidder to note:**

1. A Bidder may quote a Premium or a Grant but **not** both. In case the Bidder quotes a combination of Premium as well as a Grant, the bid will be rejected.
2. The Grant has to be quoted as an absolute amount but the disbursements will be made as per Article 25.2 of the Draft Concession Agreement (Part III of the RFP) and subject to conditions therein.
3. The Premium has to be quoted as an absolute amount but the payment is to be made to MPRDC as per Clause 26.2.1 of the Draft Concession Agreement (Part III of the RFP) and as per conditions therein.
4. The Grant / Premium amount quoted must not exceed two places of decimals.
5. In case of any variance in Grant / Premium quoted between any value in numerals/figures and words, the amount in words shall prevail.

Name of the Bidder/Consortium

Name & Signature of the Authorized Person

