

## Project for ICT and Biometrics Related Works of MGNREGA in States

### Addendum No 1 to the RFQ document

1. **Clause 2.2.2 (B) shall now be read as:**

**Financial Capacity:** The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) at the close of the preceding financial year as follows:

S. No	State	Minimum Networth (in Rs. Cr) required to meet Financial Capacity
1	Uttar Pradesh	Rs. 100 Cr
2	Maharashtra, Madhya Pradesh, Andhra Pradesh, Tamil Nadu	Rs. 50 Cr
3	Gujarat, Punjab, Chhattisgarh, Bihar, Uttaranchal, West Bengal, Karnataka, Orissa, Haryana, Jharkhand, Rajasthan	Rs. 25 Cr
4	Jammu & Kashmir, Kerala, Himachal Pradesh, Assam, Meghalaya, Manipur	Rs. 10 Cr
5	Nagaland, Mizoram, Arunachal Pradesh, Sikkim, Goa, Andaman & Nicobar, Dadra and Nagar, Pondicherry, Lakshadweep, Tripura	Rs. 5 Cr

In case of a Consortium, the combined technical capacity of those Members, who have and shall continue to have an equity share of at least 11% (eleven per cent) each in the Consortium, should satisfy the above conditions of eligibility;

In case of a Consortium, the Financial Capacity of the Lead Member should satisfy the above conditions of eligibility;

Provided that Lead Member shall, for the entire service period, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 7% (seven per cent) of the Total Project Cost specified in the Service Agreement<sup>5</sup>.

***Instead of***

**Financial Capacity:** The Applicant shall have a minimum Net Worth (the “**Financial Capacity**”) at the close of the preceding financial year as follows:

S. No	State	Minimum Networth (in Rs. Cr) required to meet Financial Capacity for each of the States
1	Uttar Pradesh	Rs. 100 Cr
2	Maharashtra, Madhya Pradesh, Andhra Pradesh, Tamil Nadu	Rs. 50 Cr

3	Gujarat, Punjab, Chhattisgarh, Tripura, Bihar, Uttaranchal, West Bengal, Karnataka, Orissa, Haryana, Jharkhand	Rs. 25 Cr
4	Jammu & Kashmir, Rajasthan, Kerala, Himachal Pradesh, Assam, Meghalaya, Manipur	Rs. 10 Cr
5	Nagaland, Mizoram, Arunachal Pradesh, Sikkim, Goa, Andaman & Nicobar, Dadra and Nagar, Pondicherry, Lakshadweep	Rs. 5 Cr

In case of a Consortium, the combined technical capacity of those Members, who have and shall continue to have an equity share of at least 11% (eleven per cent) each in the Consortium, should satisfy the above conditions of eligibility;

In case of a Consortium, the Financial Capacity of the Lead Member should satisfy the above conditions of eligibility;

Provided that Lead Member shall, for the entire service period, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 7% (seven per cent) of the Total Project Cost specified in the Service Agreement<sup>£</sup>

<sup>£</sup>The Authority may, in its discretion, impose further obligations in the Service Agreement, but such obligations would provide sufficient mobility for partial divestment of equity without compromising the interests of the Project.

**2. Clause 2.2.7 which shall now be read as:**

“An Applicant including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or Consortium Member , as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or Consortium Member.”

***Instead of:***

“An Applicant including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or Consortium Member , as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant or Consortium Member. Further any entity which has been penalized or terminated by the client in implementing any project in last 3(three) years ending at date of issue of RFQ would not be eligible to submit an Application, either individually or as member of a Consortium.”

**3. Point no 7 of Annex I, Appendix 1 has been deleted:**

Deleted

***Instead of:***

“A statement by the Applicant and each of the Members of its Consortium (where applicable) disclosing any penalization or termination by the client in implementing any project in last 5 years ending at date of issue of RFQ (Attach extra sheets, if necessary):”

**4. Clause 1.1.1 shall now be read as:**

Ministry of Rural Development Government of India (the “Authority”) has decided to undertake for each State design, procurement, installation and operation of a technological solution ..... service provider on Build, Own and Operate (the “BOO<sup>1</sup>”) basis, and has decided to carry out the bidding process for selection of a private entity as the successful bidder to whom the Project may be awarded (the “Service Provider”).

<sup>1</sup> “The Authority reserves the right of providing the Design for the Project at the RFP stage. In case the Design is provided by the Authority, the Project shall be executed on BOT basis”.

***Instead of***

Ministry of Rural Development Government of India (the “Authority”) has decided to undertake for each State design, procurement, installation and operation of a technological solution ..... service provider on Build, Own and Operate (the “BOO”) basis, and has decided to carry out the bidding process for selection of a private entity as the successful bidder to whom the Project may be awarded (the “Service Provider”).

*Note: footnote has been removed*

**5. Clause 2.2.5(g)(iv) shall now be read as:**

“commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 11% (eleven per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Service Period, hold equity share capital not less than 11% (*eleven per cent*) of the subscribed and paid up equity share capital of the SPV”

***Instead of:***

“commit that each of the members, whose experience will be evaluated for the purposes of this RFQ, shall subscribe to 11% (eleven per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the entire Service Period, hold equity share capital not less than 11% (*twenty six per cent*) of the subscribed and paid up equity share capital of the SPV”