

GUIDELINES FOR

PUBLIC PRIVATE
PARTNERSHIPS



PPP CELL
DIRECTORATE OF INSTITUTIONAL FINANCE

GOVERNMENT OF MADHYA PRADESH

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OUR VISION

*"Promoting Public Private Partnership
To improve quality of life
and to position M.P.
as a leading progressive State of India."*

CONTENTS

<u>S. No.</u>	<u>Topic</u>	<u>Page</u>
1.	Background	6
2.	Viability Gap Funding (VGF)	7
3.	VGF Sectors	8
4.	PPP Framework	9
5.	Policy Making Body	9
6.	Identification of Projects	10
7.	Essential Elements of a PPP Project	10
8.	Implementing Agency	10
9.	Implementing Agency Support	11
10.	Implementation Steps	11
11.	Concession Period	12
12.	Project Construction	12
13.	Handing Over Land To Concessionaire	13
14.	Bid Security	13
15.	Performance Security	13
16.	Termination of Concession	13
17.	Financial Support from the Government	13

ANNEXURES

<u>Index</u>	<u>Contents</u>	<u>Page</u>
Annex 'A'	Detailed Steps For PPP Projects	17
Annex 'B'	Basic Data Required for Preparation of a PPP Project	27
Annex 'C'	Schedule of Bidding Process (Two-Stage Bidding)	28
Annex 'D'	Schedule of Bidding Process (One-Stage Bidding)	29
Annex 'E'	Select project summaries	30
Annex 'F'	PPP Glossary	37
Annex 'G'	Circulars issued by PPP Cell	39
Annex 'H'	Panel of Transaction Advisors for PPP Projects	40
Annex 'I'	Useful Web Site Links for PPP	42
Annex 'J'	PPP Cell Structure and Contacts	44

ABBREVIATIONS

<i>Term</i>	<i>Expansion</i>
ADB	Asian Development Bank
BMC	Bhopal Municipal Corporation
BOOT	Build, Own, Operate & Transfer
BOT	Build, Operate & Transfer
BPO	Business Process Outsourcing
BT	Build & Transfer
DCA	Draft Concession Agreement
DEA	Department of Economic Affairs
DIF	Directorate of Institutional Finance
EOI	Expression Of Interest
GDP	Gross Domestic Product
GMC	Gwalior Municipal Corporation
GoI	Government of India
GoMP	Government of Madhya Pradesh
IC	Independent Consultant
IIFCL	India Infrastructure Finance Company Limited
IIPDF	India Infrastructure Project Development Fund
IRR	Internal Rate of Return
IT	Information Technology
ITES	Information Technology Enabled Services
LOA	Letter Of Acceptance
MoF	Ministry of Finance
O&M	Operation & Maintenance
PCPPF	Planning Commission Project Preparation Facility
PPP	Public Private Partnership
RFP	Request For Proposal
RFQ	Request For Qualification
SEZ	Special Economic Zone
SLC	State Level Committee
TA	Transaction Advisor
TOR	Terms Of Reference
UIDSSMT	Urban Infrastructure Development Scheme for Small and Medium Towns
VGf	Viability Gap Funding
WPI	Wholesale Price Index

PREFACE

India has been experiencing a phase of steady and robust economic growth over the past few years. The GDP growth rate of India puts it in the top bracket of the world league. Despite the recent slowdown in the global economy, India is widely considered as a country which can tide over the problems with minimum losses.

The growth in the GDP necessitates an infrastructure that is at par with global standards. The estimates of infrastructure expenditure vary, though a massive investment in infrastructure is very much on the cards to fuel further growth.

If infrastructure does not grow adequately, it could severely impact the growth story in a negative manner. It is becoming clear that the Governments, both Central and State, are not in a position to generate the required magnitude of investments on their own. This is where Public Private Partnerships (PPPs) step in, allowing the private sector to contribute towards infrastructure-building for the nation, while still making a decent profit. PPPs are, thus, public projects with private investment. This is an important differentiating feature of PPPs compared to outright privatization.

Madhya Pradesh has been the path-breaker in the field of PPPs. Even before GoI came out with the scheme of grants for PPP Projects, GoMP was funding road projects from its own resources to make them more viable. Urban Sector, Information Technology, Sports, Education, Health and even Jails are now being brought under the PPP umbrella in Madhya Pradesh. The time has come for consolidating the gains and making further inroads in the PPP domain. Directorate of Institutional Finance (DIF) GoMP, the Nodal Agency for PPP Projects in the State, is working in this direction.

The key objective of these guidelines is to create a conducive environment so as to utilize the efficiencies, innovativeness and flexibility of the private sector to provide better infrastructure and service at an optimal cost. It is expected that these guidelines will facilitate setting up of a transparent, consistent, efficient administrative mechanism to create a level playing field for all participants and protect interest of all stakeholders. These guidelines could also help prepare a shelf of projects to be offered for PPP and take them forward with assistance of the owner departments through a transparent selection process. Finally, it is an effort at putting up an effective and efficient institutional mechanism in place for speedy clearance of PPP projects.

GUIDELINES FOR PUBLIC PRIVATE PARTNERSHIP PROJECTS IN MADHYA PRADESH

1 BACKGROUND

Public utility projects such as road, sanitation, water supply, health care, etc. have been traditionally funded out of budgetary allocation. Though there has been incremental addition to the budgetary support since independence, budgetary provisions towards development and upkeep of these services have remained grossly inadequate over the years.

Since the beginning of the last decade, as a result of economic reforms, a paradigm shift in funding of such projects has been taking place. Steps have been taken to encourage private investment in public utility projects. The intention is to help develop a better infrastructure by involving the private sector, where the Government plays the role of a facilitator and sets the regulatory and legal frameworks in place. The private sector, on its part, chips in with the financial, technical and managerial support for such infrastructure projects. Such projects are known as Public Private Partnership (PPP) Projects. In PPP terminology, the private partner implementing the project is known as Concessionaire.

1.1 Definition of PPP

Some definitions of PPP as per GoI have been reproduced below.

<i>S. No.</i>	<i>Agency</i>	<i>Definition</i>
1.	DEA, MoF, GoI : IIPDF Guidelines	Partnership between a public sector entity (Sponsoring authority) and a private sector entity (a legal entity in which 51% or more of equity is with the private partner/s) for the creation and/or management of infrastructure for public purpose for a specified period of time (concession period) on commercial terms and in which the private partner has been procured through a transparent and open procurement system.
2.	DEA, MoF, GoI, 2007 : Panel of Transaction Advisors for PPP projects	A Project based on a contract or concession agreement between a Government or statutory entity and a private sector company for delivering a service on payment of user charges.

1.2 Benefits of PPP

The benefits of PPP are as follows :

- i) **Inflow of Private Investment**
Budgetary support for such huge requirement is limited. There is acute need of private investment to undertake such essential projects.
- ii) **Increase in Efficiency**
Involvement of Private Sector will bring efficiency in implementation of projects and cut down time and cost.
- iii) **Use of Innovative Design & Construction Practices**
The objective of cutting down cost and time will bring in innovative design and construction practices from the Concessionaire.
- iv) **Assured Maintenance**
During the Concession Period, the PPP Concessionaire will be required to maintain the Projects in a proper predetermined manner.
- v) **Freeing up Government Resources**
Private investment provides new sources of capital and reduces direct public money spending. These State resources could be used in other priority areas and projects.
- vi) **Sharing of Project Risks**
Any infrastructure project could have inherent risks. The structuring of a PPP Project allocates the risks to the agency best-suited to handle the same.
- vii) **Better Viability**
Involvement of experienced and creditworthy sponsors and commercial lenders could enhance viability of the project.

2 VIABILITY GAP FUNDING (VGF)

Some of the projects that deserve to be taken up on PPP basis might not be taken up by the private sector for financial reasons: these projects might have a high economic and/or social value, but the expected returns on

investment might be too low. This can keep the private sector away from such sectors/projects.

To offer proper financial support to such projects, GoI has devised a scheme known as VGF (Viability Gap Funding). Under this, the private developer is offered a grant based on the total project cost as follows :

- GoI - up to 20%
- GoMP - up to 20%

This takes the total grant available under the scheme up to 40%. Thus, through VGF, a seemingly unviable project becomes financially viable and attractive to the private sector.

VGF is normally in the form of a capital grant at the stage of project construction. For projects involving VGF, the Concessionaire needs to be selected through a transparent and open competitive bidding process. The criteria for bidding will be the amount of VGF required by the bidder, when all of the other parameters are comparable.

3 VGF SECTORS

VGF is not available for all projects under PPP. GoI has identified key sectors eligible for support under VGF. The infrastructure sectors covered under VGF are as follows:

- Roads, bridges, railways, seaports, airports, inland waterways;
- Power;
- Urban Transport, Water Supply, Sewerage, Solid Waste Management and other physical infrastructure in urban areas;
- Infrastructure projects in Special Economic Zones; and
- International convention centres and other tourism infrastructure projects
- Modern storage capacity including cold chains and post-harvest storage
- Education, Health and Skill Development, without Annuity provision;

Provided that the empowered committee may, with the approval of the Finance Minister, GoI, add or delete sectors/sub-sectors from the aforesaid list.

4 PPP FRAMEWORK

A State Level Empowered Committee (SLEC) under the chairmanship of Chief Secretary, GoMP has been constituted for recommending PPP Projects eligible for GoI's VGF support or for approving PPP projects costing over Rs. 10 crores.

In addition, Department Level Empowered Committees (DLEC) under the chairmanship of the concerned line department's HOD are convened for approving PPP Projects where GoI's VGF support is not required or where the cost is less than Rs. 10 crores.

State Govt. has issued various circulars to promote PPPs. All of these circulars are available on the following website:
http://www.dif.mp.gov.in/ppp_main.htm

5 POLICY MAKING BODY

All policy matters relating to PPP Projects in the State are coordinated by the Directorate of Institutional Finance, PPP Cell, GoMP, Vindhyachal Bhawan Bhopal.

5.1 Role of the PPP cell

The PPP cell is the nodal agency to co-ordinate all efforts of the State Government regarding development of infrastructure sectors, involving private participation and funding from various sources.

5.2 Functions of the PPP cell

- Prioritize and approve shelf of projects
- Assist in getting VGF for PPP projects
- Adopt and develop Model Documents for different sectors
- Deliberate and recommend to SLC proposals for VGF
- Coordinate efforts of line departments for furtherance of the objectives of this policy

- Inspect, visit, review and monitor PPP Projects regarding their implementation, execution, operation and management
- Recommend enactment of special legislation for formation of appropriate regulatory mechanism, robust grievance redressal mechanism as may be required for PPP Projects
- To examine and approve various documents including Concession Agreements
- To assist Implementing Agencies in obtaining GoI support for project development funding

6 IDENTIFICATION OF PROJECTS

The following principles will generally be observed in identification of PPP projects for private investment:-

- Project should have in-principle approval of the concerned administrative department
- Project is capable of yielding adequate Internal Rate of Return (IRR). Government support, as mentioned in these guidelines, shall be considered while calculating IRR

7 ESSENTIAL ELEMENTS OF A PPP PROJECT

PPP Project is a project based on a contract or Concession Agreement between a Government or statutory entity and a private sector company, with the following essential elements :

- Fixed Concession period
- Pre-determined user charges/tariff
- Pre-determined scope of work for the Concessionaire
- Pre-determined bidding parameters, i.e., VGF/Premium/Revenue Sharing/Lease Rent
- All conditions, specifications, and project agreements frozen prior to inviting final bids
- Land required for the project available with the Implementing Agency

8 IMPLEMENTING AGENCY

The concerned department of the State/Local Body/Autonomous body can be the Implementing Agency.

9 IMPLEMENTING AGENCY SUPPORT

9.1 Implementing Agency will meet the cost of following items :-

1. Feasibility Study and preparation of Project Report.
2. Land for Right of Way and en-route facilities.
3. Clearance of the Right of Way (land):
 - a. relocation of utility services
 - b. cutting of trees
 - c. resettlement/rehabilitation of affected establishments
4. Environmental Clearances.

Implementing Agency may, however, involve the private sector in these activities to minimize delay in their completion.

9.2 Depending on the financial viability of a project, the Implementing Agency may provide Grant/Subsidy to the Concessionaire, the amount of which will be determined solely on the basis of competitive bidding.

9.3 Depending on viability of the project, there may be a negative grant/premium to be paid by the Concessionaire to the Implementing Agency, which shall be decided on the basis of competitive bidding.

10 IMPLEMENTATION STEPS

To implement a PPP Project, the broad stages involved are:

1. Completion of the preparatory works required to identify and implement the project.
2. Finalization of Bid Documents
3. Invitation of Bids
4. Pre-bid Conference
5. Evaluation of Bids
6. Award of Concession
7. Signing of the Agreement
8. Financial closure
9. Execution of the Project

The detailed PPP Process is enclosed as Annex 'A'

11 CONCESSION PERIOD

This refers to the duration for which the agreement has been signed. The concession period comprises

- the construction period which will be project specific, and
- the period during which the private partner is permitted to levy fee and is liable for maintaining the facility, which will be determined on the basis of viability of a project and may be up to a maximum of 30 years. However, in cases where the returns might take a long time, a longer concession period may be considered to make the project viable
- On expiry of the concession period, the Concessionaire has to hand over the property created under the project to the Agency/Government in its original condition/shape as when it was constructed.

The concession period may be extended suitably, to cover any Force Majeure Conditions. If the Concessionaire completes construction of project before expiry of the period specified in the contract, it will be entitled to collect user fee for the period saved in construction, in addition to the normal operation period. In case of delay in construction beyond the specified time-limit, the fee collection period will get reduced correspondingly, along with damages payable by the Concessionaire.

12 PROJECT CONSTRUCTION

The Concessionaire has to complete the project within the period specified for construction, conforming to the standards and specifications prescribed in the agreement. Any delay in completion of the project will be to the account of the Concessionaire unless such delay directly attributes to the Government / Implementing Agency.

For delays occurring on account of Government/Implementing Agency, the Concessionaire would be entitled for proportionate extension in the construction period. Cost overruns shall be the sole responsibility of the concessionaire and no price escalation shall be allowed.

13 HANDING OVER LAND TO CONCESSIONAIRE

The land for project construction and facilities would be given to the Concessionaire for the Concession Period. However, mortgaging or subleasing or securitization of land for raising finances would be allowed only for the project and Concession Period. The ownership of the land continues to be vested in the Government.

14 BID SECURITY

Bids for the project will be accompanied by a bid security in the form of Bank Guarantee of amount specified in Bid Documents. Normally, bid security amount shall be two percent of the estimated project cost for projects less than 50 crore and one percent (minimum Rs. 1 crore) for projects more than 50 crore.

15 PERFORMANCE SECURITY

The Concessionaire will furnish performance security in the form of Bank Guarantee of an amount equal to five percent of the Project Cost. This would be discharged after completion of the construction of the Project.

16 TERMINATION OF CONCESSION

Suitable clauses need to be incorporated in the Concession Agreement for dealing with such an eventuality. This is to provide comfort and assurance to the Concessionaire that the Concession Agreement would not be terminated in an arbitrary manner.

17 FINANCIAL SUPPORT FROM THE GOVERNMENT

It has been observed that Government agencies need support of a technically sound Project Consultant or Transaction Advisor (TA) to assist in conceptualization and planning of projects. However, due to shortage of financial resources, they are unable to do so. Understanding this need, schemes have been devised to assist these agencies by funding their need of hiring a TA.

The implementing agencies have the following options for financing their project development costs (appointment of TA, feasibility report preparation, project structuring, etc) :

I.) India Infrastructure Project Development Fund (IIPDF)

- a. Scheme of DEA, MoF, GoI
- b. Upto 75% of project development cost is borne by GoI
- c. Selection of TA to be done through an open and transparent bidding process
- d. Commitment of 25% co-funding by Implementing Agency is required
- e. Assistance is recoverable from Concessionaire
- f. No recovery of assistance is done if bid process fails
- g. Recovery of assistance is possible from implementing agency if bid process is not duly concluded
- h. Disbursements are made in instalments, based on milestones achieved
- i. Sectors eligible : VGF Sectors and Social sector (Health & Education) (GoMP Circular no.12 dated 20th October 2008)
- j. Application on prescribed format needs to be sent to DEA, GoI (GoMP Circular no. 9 dated 9th January 2008)

The following projects of MP have been approved for IIPDF funding :

<i>S. No.</i>	<i>Project</i>	<i>Cost</i>	<i>TA Cost</i>	<i>IIPDF Amount</i>
1.	Multi Level Parking at New Market (BMC)	51 crores	22.64 lakhs	16.98 lakhs
2.	Multi Level Parking at Maharana Pratap Nagar (BMC)	38.67 crores	22.64 lakhs	16.98 lakhs
3.	Bus Terminals at Nadra, Halalpura and Putlighar (BMC)	43.60 crores	48.33 lakhs	36.25 lakhs
4.	Health Care Project (GMC)	30.30 crores	51.06 lakhs	38.29 lakhs

II.) Planning Commission Project Preparation Facility (PCPPF)

- a. Scheme of Planning Commission, GoI
- b. Technical Assistance offered as a Grant-in-aid
- c. Maximum assistance of Rs. 25 lakh per project

- d. Planning Commission will appoint and pay the TA

GoMP Circular no. 8 dated 28th November 2007 has disseminated the scheme to the State Government bodies.

PPP Cell, GoMP will offer all possible assistance to the Implementing Agency in seeking Project Development Funding from GoI.

III.) Madhya Pradesh Project Development Fund (MPPDF)

- a. Scheme of Department of Finance, Government of Madhya Pradesh
- b. MPPDF is being funded through the State budget initially
- c. It provides assistance of upto 100% of Project Development Cost, limited up to Rs. 25 lakhs
- d. The State-Level Empowered Committee for PPP may sanction assistance more than this amount, if it feels so
- e. The assistance from MPPDF would ordinarily be in the form of interest-free advance
- f. MPPDF can offer co-funding to the extent of 25% for projects seeking assistance under IIPDF
- g. Prior approval under MPPDF is not mandatory for appointment of a Transaction Advisor
- h. Assistance will be recovered from Successful Bidder once the project has been awarded
- i. No recovery will be sought and assistance will be converted into a grant if Bid Process fails
- j. Recovery will be made from Sponsoring Authority if the Bidding Process is not duly concluded, even when valid and commercially sound bids have been received

ANNEXURES

DETAILED STEPS FOR PPP PROJECTS

1. Collection of basic data

This will involve details on existing facility (if any), the present/future requirements of the department, and the future/scope of the project.

2. Identification of the Project

The authority needs to find out project(s) which can be taken up on a PPP basis as per Clause 7 and 8 of the guidelines. The project also needs to be examined as per the circulars issued by DIF from time to time.

3. Submission of proposal for approval

The proposal needs to be submitted to the SLC for PPP. This approval is needed only if the project needs VGF. The format for submission of project details has been specified by the PPP Cell.

4. Appointment of Transaction Advisor (Consultant)

The TA will be a firm/individual to assist in preparation of basic data and conduct the process up to signing of concession agreement. The TA will perform as a technical, legal and financial consultant for the project.

The tasks to be performed by the TA have been detailed in Annex 'B'.

DEA, (PPP Cell), MoF, GoI vide circular no. 2/4/2007-Inf dated 22nd August 2007 has circulated a panel of 11 TAs to streamline their selection process. GoMP vide circular no. F-1/42(2)/06-PMU/939 dated 18th September 2007 has accepted the said panel of TAs.

The names of the TAs have been detailed in Annex 'K'.

The TA may be appointed as follows: -

4.1 For projects upto Rs. 50 crores : By either of the following means:

- a) By inviting financial bids from at least 5 of the 11 short listed TAs finalised by GOI and accepted by GoMP.
- b) The TA panel finalised by GOI consists of big international firms. They possibly might not be interested in small projects or, if interested, might charge a high fees. Accordingly, Implementing Agency may appoint TA through open tender to attract local consultants. Model TOR (Terms of Reference) for TA appointment for projects costing upto Rs. 50 crore has been issued by GoMP and is available on the website.

4.2 For projects between Rs. 50-Rs. 250 crores : By inviting financial bids from at least 5 of the 11 short listed TAs finalised by GOI.

4.3 For projects above Rs. 250 crores : For large projects or projects of complex nature, TA has to be appointed by the Implementing Agency through two-stage open bidding. TOR for appointment of TA shall be prepared by the Implementing Agency based on the specifics of the project.

The TORs for appointment of TAs have to be vetted by the PPP Cell, GoMP. For projects costing above Rs 50 crores or for projects where the TA fees is above Rs 50 lakhs, the consent of Finance Department has to be obtained before issuing the work order. (Circular No. 13 dated 18/11/2008 issued by GoMP)

Financial assistance for payment of TA-related charges may be availed of as mentioned under Section 18 of the main document “Guidelines For Public Private Partnership Projects In Madhya Pradesh”.

5. Assessment of Financial Viability

This may be seen as the returns on investments to be made by the Concessionaire. For this calculation, estimated project cost and future revenue will be taken into consideration.

The viability of a PPP project depends on the following:

- Estimated Revenue generation along with expected growth.

- User Fee Rates
- Estimated Project Cost which includes cost of civil works, interest during construction, financing charges, contingencies, preoperative expenses etc. (excluding cost of land, as, cost of land and other pre-construction activities are to be borne by the Implementing Agency)
- Operation and Maintenance cost
- Allowable limit of VGF

Based on the above, Profitability Statement, Cash Flow, Return on Equity, IRR, Payback period etc. are to be calculated with different concession periods and different percentage amounts of VGF.

Concession Period is decided after considering the following criteria:

- i. There should be a reasonable profit after tax during the period of concession.
- ii. There should be a reasonable cash flow for payment of debt along with interest thereon and to meet operation and maintenance cost with other liabilities.
- iii. IRR must be more than 13%.
- iv. Return on Equity investment made by the Concessionaire should be in the range of 15-20%.

Generally the Concession Period of PPP project ranges between 15 to 30 years depending upon the viability of the project. However, for projects where returns might take a longer time, higher concession period may be considered to increase the viability of the project.

6. **Bidding Process:** There are two types of Bidding Process as under:

a) Single Stage Bidding: Such type of bidding is suitable for small projects (less than Rs. 50 crores) where Qualification Proposal (Technical and Financial capability of the bidder) and Financial Proposal are invited simultaneously but in two separate covers. Since projects are of simple nature, pre-qualification is not required.

Criteria for Technical and Financial capability of bidders and the bidding parameters for Financial Proposal are to be clearly mentioned in the Bidding Documents. Financial Proposals of only those bidders are opened

who possess Technical and Financial capability as per the Bid Document. Generally, the Technical capability reflects the project experience equal to 100% of the estimated project cost. Financial capability is assessed in terms of :

<i>Parameter</i>	<i>Value</i>
Net Worth	Minimum 25% of project cost
Average Turnover for last 3 years	Minimum 100% of project cost

Financial proposal is evaluated on least cost basis as mentioned in the bid documents.

b) Two Stage Bidding: Such type is recommended for large and complex nature projects, where Qualification Proposal (Technical and Financial capability of the bidder) and Financial Proposal are invited in two stages:

Stage 1 - Only the Qualification Proposals are invited, where the Technical and Financial capability of the bidders are measured against the project parameters. This stage is known as Request For Qualification (RFQ) or Expression Of Interest (EOI). The capability determination parameters are almost similar to the one given in para 6(a) above.

Since the project is of a complex nature and is of high value, a pre-bid meeting is held to clarify the queries of the prospective bidders and to ascertain the interest of the private partners. Based on the Technical and Financial capability, the private entrepreneurs are short-listed. A Model document for two stage bidding has been circulated by the Planning Commission of India during May 2007 which is applicable for the State Governments as well. It is available at the following web site :

<http://www.infrastructure.gov.in/publications.htm>

Stage 2 - Only the financial bids are invited from the short-listed private entrepreneurs who qualify in stage 1. This stage is known as Request for Proposal (RFP). Financial bids are to be evaluated on least cost basis as per the parameters given in the bid documents.

7. Preparation of Request For Qualification (RFQ)/Expression of Interest (EOI) (for two stage bidding)

Para 6 given above mentions that for two stage bidding, Request For Qualification (RFQ) is to be invited. This will mention Qualification Criteria along with other related formats like Details of Applicant, Power of Attorney, Details of eligible Projects, Statement of Legal capacity etc. Model RFQ issued by GOI is available at the web site:

<http://www.infrastructure.gov.in/publications.htm>

8. Invitation of RFQ/EOI

An advertisement may be issued using the standard format and Model RFQ Document.

9. Pre-Bid meeting

Pre-Bid meeting is a meeting with the prospective private partners who are interested in the bid. The meeting is held before the proposal due date. This meeting helps to clarify doubts and answer queries of prospective bidders regarding the bid documents and project. Pre-Bid meeting is required for large projects of complex nature. After the meeting, considering the queries, the bid documents may be suitably modified to match the current requirements by issuing an addendum. This will become a part of the bid documents.

10. Evaluation of bids received and Short-listing of private partner

The bids need to be assessed based on the technical and financial capability mentioned in the bid documents. The commonly-followed criteria for both has been mentioned under Para 6(a) above.

In case of two-stage bidding, private partners fulfilling the requisite technical and financial capability will be short-listed.

11. Preparation of Bid Documents/Request For Proposal (RFP)

The bidding documents will, inter-alia, include the terms and conditions of the agreement, rights and responsibilities of the parties, remedies, scope of

project and its description, standards and specifications, implementation schedule, as also operation and maintenance standards during or at the end of the concession period. Consequences of foreclosure of the project by the Concessionaire and termination of the agreement by Government also need to be specified. The preparation of bidding documents shall address various risks of the project appropriately, by properly allocating them between the parties. The Bid Documents will be in 3 parts as given below:

Part I	Instructions to Bidders
Part II	Draft Concession Agreement (DCA)
Part III	Schedules to DCA

The bid documents, to be prepared with the help of the TA, shall be given to the interested bidders at least one month before the closing date for submission of the bids.

12. Preparation of Draft Concession Agreement (DCA)

The Draft Concession Agreement deals with the detailed terms and conditions on which the project will be awarded. The DCA is to be prepared with the help of the TA to suit the specifications of the project.

The DCA covers the following –

- Scope of Work
- Period of Concession and construction period
- Parameters on which Concession is to be granted (VGF, Premium, etc)
- Obligations of the Concessionaire and the Implementing Agency
- Handing over of site to Concessionaire
- Monitoring and supervision details
- Safety requirements
- Support and incentives to be given by the Implementing Agency
- Operations and maintenance requirement
- Force majeure and Termination payment
- Dispute resolutions
- Other Terms and Conditions

13. Invitation of bids through Competitive Bidding.

13.1 The advertisement for inviting the Bids will be issued in at least one national and one regional newspaper. For specialised or large projects, a business newspaper having wide national circulation may be considered.

13.2 The technical bid will be evaluated and finalized by a Committee to be set up by the Implementing Agency. Such evaluations will be based on the criteria prescribed in the bid document.

14. Schedule Of Bidding Process

The tentative schedule of the bidding process has been given as under :

Annex 'C'	:	two stage bidding
Annex 'D'	:	single stage bidding

The Implementing Agency is expected to adhere to the schedule mentioned in the annexures.

15. Award Of Concession

After evaluation of the bids and approval of the award by Competent Authority, a Letter of Acceptance (LoA) of the bid will be issued by the Implementing Agency in favour of the successful bidder. The LoA will, inter-alia, specify the formalities to be completed by the successful bidder for signing of the agreement. If the successful bidder is required to furnish performance security, or any other guarantee etc. prior to the signing of the concession agreement, it shall be stated so in the LoA.

16. Appointment of Independent Consultant, if required.

The Independent Consultant helps to supervise and monitor the Project. Detailed procedures for appointment and Scope of Work of Independent Consultant should be mentioned in the schedules to DCA.

17. Signing of Concession Agreement

The draft of the Concession Agreement would have been provided to the bidders prior to the bidding, which shall, inter-alia, include the form of

agreement. The Concession Agreement shall be signed by the company constituted by the successful bidder and the Implementing Agency after filling the relevant details in the DCA.

18. Fulfillment of Conditions Precedent

Conditions Precedent are the conditions which are to be fulfilled by the Concessionaire as well as the Implementing Agency. These have to be fulfilled prior to the start of the Concession (known as the Appointed Date). Normally, the time period for fulfilling the Conditions Precedent is 180 days from the date of signing of Concession Agreement.

In case of non-fulfillment, penalty/damages need to be charged by either party as per the details mentioned in the bid documents.

Examples of tasks that come under Conditions Precedent are :

By the Government –

- handing over of site
- Necessary clearances including environmental clearances
- approval of the Project by a Competent Authority, etc.

By the concessionaire –

- payment of premium
- furnishing of performance security
- execution of Escrow and Substitution agreement
- procurement of applicable permits
- execution of financing agreement
- furnishing of representation and warranties, etc

19. Financial Closure by the Concessionaire

This marks the start of Concession Period. Financial Closure refers to the tie-up of the funds with Banks/FIs/etc. required by the Concessionaire for the Project.

- After signing of the Concession Agreement, Concessionaire approaches the various lenders for financing the funds for the project

- Submission of appraisal for the Project along with the Viability Analysis and revised Project Cost. The Project Cost may be different in the Financing Documents compared to the Bid Documents
- After appraisal and finalizing the project cost, lenders issue 'in principle' sanction for financing the project
- Finalizing the terms and conditions of the loan including rate of interest, re-payment terms, security etc. and execute the financing documents with the lenders
- Execute Tripartite Escrow Account Agreement and Substitution Agreement including the Implementing Agency
- Fulfillment of Condition Precedent for Financial Closure by the Concessionaire
- If Financial Closure does not occur within the period stipulated in the DCA, the Concession Agreement shall be deemed to have been terminated by mutual agreement of both the parties and bid security shall be encashed

Government of India has constituted a company entitled "India Infrastructure Finance Company Limited" (IIFCL) to make available long term debt for infrastructure projects. Implementing Agency may suggest the Concessionaire to avail long term debt from this company.

20. COD - Commercial Operations Date

This is the end of the construction period and the start of the operations.

21. Operations and Maintenance (O&M)

This refers to Operations and Maintenance during Concession Period which will be performed by the Concessionaire as per the conditions mentioned in the DCA.

22. Collection of user fees.

This refers to the collection of revenue by the Concessionaire during the Concession Period. The user fee rates leviable and revision thereof based on Wholesale Price Index (WPI) on completed projects shall be as per the rates mentioned in the bid documents.

23. Handing over of project back to the government

At the end of the Concession Agreement, the project, in sound condition shall be transferred by the Concessionaire to the Implementing Agency free of cost. For the purposes of transfer, the project will consist of the assets built within the right-of-way with related facilities. The Concession Agreement will lay down the condition and/or standards the project will conform to at the time of its transfer to the Implementing Agency.

**BASIC DATA REQUIRED FOR PREPARATION OF PPP PROJECT
(TASKS MAY BE PERFORMED BY TA)**

1. Project details with brief description of the project
2. Scope of work
3. Background data on the project (existing facility)
4. Implementing agency
5. Estimated cost of project - civil cost to be borne by the private partner
6. Estimated Cost (additional) to be incurred by the Government towards pre-construction activities
7. Details of facilities to be provided by the private partner during construction period
8. Estimated period of construction
9. Cost of Bid Document, Bid security & Performance security
10. Estimated fee structure for each facility to be provided by the private partner
11. Estimated year- wise total revenue generated by the private partner
12. Details of facilities to be provided by the private partner during operation period
13. Estimated cost to be borne by the private partner during operation period
14. Estimated period of concession/contract period to be granted to private partner including construction period
15. Financial Viability of the Project
16. Details of the supports as shall be provided by the Govt. to the private partner
17. Details of facilities available with the Govt. i.e. availability of land etc
18. Details of the benefits to the Govt./Public for implementation of projects on PPP Basis

SCHEDULE OF BIDDING PROCESS (TWO-STAGE BIDDING)

The Authority would endeavour to adhere to the following schedule:

Qualification Stage

<i>Event Description</i>	<i>Estimated Date</i>
1. Last date for receiving queries	15 days from date of RFQ
2. Pre-Application Conference	20 days from date of RFQ
3. Authority response to queries	25 days from date of RFQ
4. Application Due Date	35 days from date of RFQ
5. Short-list announcement	Within 15 days of Application Due Date

Bid Stage

1. Sale of Bid Documents	[To be specified]
2. Pre-Bid meeting - 1	[To be specified]
3. Pre-Bid meeting - 2	[To be specified]
4. Bid Due Date(s)	[To be specified]
5. Opening of Bids	On Bid Due Date
6. Letter of Acceptance (LoA)	Within 30 days of Bid Due Date
7. Validity of Bids	Up to 120 days of Bid Due Date
8. Signing of Concession Agreement	Within 30 days of award of LoA

SCHEDULE OF BIDDING PROCESS (ONE-STAGE BIDDING)

The Authority would endeavour to adhere to the following schedule:

(A) When Pre-Bid Conference is required

<i>Event Description</i>	<i>Estimated Date</i>
1. Sale of Bid Documents	From the date of Advt.
2. Last date for receiving queries	15 days from date of Advt.
3. Pre-Bid meeting	20 days from date of Advt.
4. Authority response to queries	30 days from date of Advt.
5. Bid Due Date(s)	60 days from date of Advt.
6. Opening of Bids	On Bid Due Date
7. Letter of Acceptance (LoA)	Within 30 days of Bid Due Date
8. Validity of Bids	120 days of Bid Due Date
9. Signing of Concession Agreement	Within 30 days of award of LoA

(B) When Pre-Bid Conference is Not required

<i>Event Description</i>	<i>Estimated Date</i>
1. Sale of Bid Documents	From the date of Advt.
2. Last date for receiving queries	15 days from date of Advt.
3. Authority response to queries	25 days from date of Advt.
4. Bid Due Date(s)	45 days from date of Advt.
5. Opening of Bids	On Bid Due Date
6. Letter of Acceptance (LoA)	Within 30 days of Bid Due Date
7. Validity of Bids	Up to 120 days of Bid Due Date
8. Signing of Concession Agreement	Within 30 days of award of LoA

SELECT PROJECT SUMMARIES

WATER SUPPLY (24X7) at KHANDWA

Implementing Agency	Municipal Corporation, Khandwa
Concession Period	25 years
PPP Mode	BOT. Supply of Water to consumers including Supply of Water upto the ultimate consumers (revenue collected directly from consumers)
Estimated Cost	Rs. 106.72 crs
Details	<ul style="list-style-type: none"> • To bring Narmada water at a distance of 52 km from the Choti Tawa River (back water of Indira Sagar Project near Charkhera village) through DI k9 pipe (750 mm diameter) to Khandwa. • At Choti Tawa River, intake well, water treatment plant and electric sub station is to be constructed • 10 overhead tanks to be constructed at Khandwa to ensure 24x7 water supply • O & M responsibility : Concessionaire • Financing : <ul style="list-style-type: none"> ○ UIDSSMT scheme of GoI (80%) and GoMP (10%): Total Rs. 96.04 crs ○ Concessionaire : balance amount
Construction period	24 months
Concession awarded to	Vishwa Infrastructure, Hyderabad
Bidding Parameter	Lowest retail water charges to be collected from consumers per kilo liter for the base year
Project Cost as per bidder	Rs. 115.32 cr
Pipe Material	RWRM-MS, CWRM-GRP, Feeder-DIK7, Distri-HDPE
O & M Cost	Rs. 7.62 crore per year
Performance Security	Rs. 3 crs through Bank Guarantee
Qualifying Experience	1 project of Rs. 50 crs. or 2 projects of Rs. 25 crs. each in last 5 years and Net Worth Rs. 35 crs
User Charges	Rs. 11.95 per kilo liter (Base Price)
Status	Project under construction

WATER SUPPLY (24X7) at SHIVPURI

Implementing Agency	Nagar Palika Parishad, Shivpuri
Concession Period	25 years
PPP Mode	BOT. Supply of Water to consumers including Supply of Water upto the ultimate consumers (revenue collected directly from consumers)
Estimated Cost	Rs. 60 crs
Details	<ul style="list-style-type: none"> • To augment existing water supply scheme by changing the source to Modhikheda Dam • Construction of intake well, water treatment plant and electric sub station • 12 new overhead tanks to be constructed to ensure 24x7 water supply • O & M responsibility : Concessionaire • Financing : <ul style="list-style-type: none"> ○ UIDSSMT scheme of GoI (80%) and GoMP (10%): Total Rs. 53.68 crs ○ Concessionaire : balance amount
Construction period	24 months
Concession awarded to	Doshian-Veolia, Ahmedabad
Bidding Parameter	Lowest retail water charges to be collected from consumers per kilo liter for the base year
Pipe Material	RWRM-GRP, CWRM-GRP
Performance Security	Rs. 3 crs through Bank Guarantee
Qualifying Experience	1 project of Rs. 40 crs. or 2 projects of Rs. 20 crs. each in last 5 years and Net Worth Rs. 25 crs
User Charges	Rs. 15.40 per kilo liter (Base Price)
Status	Financial Closure achieved. Project under construction

PUBLIC CONVENIENCES at BHOPAL

Implementing Agency	Bhopal Municipal Corporation (BMC)
Concession Period	15 years excluding construction period
PPP Mode	BOOT
Estimated Cost	Rs. 2 crs
Details	<ul style="list-style-type: none"> • Construction of 36 toilets in 2 groups of 18 each • Advertisement rights : Maximum 70% on 3 outer walls of toilets and 10 Sq. ft. on internal walls • No advertisement tax leviable by BMC
Concession awarded to	Image Advertising Agency, New Delhi and Laqshya Outdoors, Delhi
Bidding Parameter	Premium quoted
Premium	Rs. 7.87 crs payable in 14 equal annual instalments, starting from 20th month of issue of work order
Performance Security	Rs.10 lakhs
Scheduled Completion Date	8 months
Users charges	As per market-driven rates (use of urinals is free)
Status	Project is operational

CITY BUS STOPS at BHOPAL

Implementing Agency	Bhopal Municipal Corporation (BMC)
Concession Period	5 years excluding construction period
PPP Mode	BOOT
Estimated Cost	Rs. 2 crs
Details	<ul style="list-style-type: none"> ○ Construction of 100 bus stops with LED screen (Plinth area -18'0" X 8'0" (10'0" Height). ○ Front portion to be reserved for display of Bus Routes ○ Advertisement rights : Maximum 200 sq ft. per stop
Concession awarded to	M/s Luminelle Solar Technology Noida (UP)
Bidding Parameter	Premium quoted
Premium	Rs. 1.25 crs payable in 4 equal annual instalments, starting from 16th month of issue of work order
Performance Security	Rs.10 lakhs
Scheduled Completion Date	4 months
Status	Project is operational

LOGISTICS HUB at MANDIDEEP, DISTT. RAISEN

Implementing Agency	M.P. Audyogik Kendra Vikas Nigam (Bhopal) Limited
Area	Total Area - 18.50 Acres Logistics Hub (Parking) - 12.25 Acres Amenities - 6.26 Acres
Location	Adjoining Hoshangabad Highway
Concession Period	30 years, excluding construction period, with renewal option for another 30 years
PPP Mode	BOOT
Estimated Cost	Rs. 35 crs
Details	<p>Logistics Hub Area (12.25 Acres)</p> <ul style="list-style-type: none"> • Parking for minimum 500 trucks • Minimum amenities like Weigh bridge, Warehousing, Auto repair and spare parts Shops, Service stations, Petrol pumps, Offices for transporters, Fire brigade STD booth, Rest Rooms/ Dormitories, Public Toilets, Tea stalls, Banks, ATMs, Hotels, Clinics & Medical Shops, Shops/Grocery Stores <p>Amenities Area (6.26 Acres)</p> <ul style="list-style-type: none"> • Offered to the developer on free to use basis for the development of Amenities and Fire Brigade.
Concession awarded to	Sandhya Prakash, Bhopal
Bidding Parameter	Premium quoted
Premium	Rs. 3 crore
Project Development Expenses	Rs. 15 lakhs
Performance Security	Rs. 50 lakhs
Scheduled Completion Date	12 months
Users charges	Parking rates are fixed with revision every 2 years @10%

SNAPSHOT OF ROAD SECTOR PROJECTS (COMPLETED)

Department : Public Works Department
 Implementing Agency : Madhya Pradesh Road Development Corporation
 PPP Type : BOT

<i>S. No.</i>	<i>Project</i>	<i>Length (kms)</i>	<i>Cost (crores)</i>
1.	Rewa-Shahdol-Amrakantak	247	111.27
2.	Dewas-Ujjain-Badnagar-Badnawar	98.26	49.93
3.	Satna- Maihar-Umaria	141	53.29
4.	Hoshangabad-Harda-Khandwa	186	81
5.	Bhopal-Dewas 4-lane	142.6	640
6.	Mandsaur-Sitamau (upto Rajasthan border)	44	42.34
7.	Hoshangabad-Piparia-Pachmarhi	126	57
8.	Indore-Edelabad	203	124.05
9.	Jabalpur-Narsinghpur-Piparia	140	74.96
10.	Ujjain-Jhalawad	134	66.7
11.	Matkuli-Tamia-Chhindwara	112	213.25
12.	Chandrapur-Alirajpur-Kukshi-Badwani	100	144
13.	Seoni-Balaghat-Gondia	114	59.8
14.	Raisen-Rahatgarh	101.40	57.72
15.	Indore-Ujjain 4 lane	48.85	298
16.	Bhind-Mihona-Gopalpur	50.86	82.06
	<i>Grand Total</i>	<i>1988.97</i>	<i>2155.37</i>

PPP GLOSSARY

<i>Term</i>	<i>Meaning</i>
BOOT	Build, Own, Operate & Transfer : A PPP Mode under which the Concessionaire builds the assets, owns them, operates and maintains them and at the end of the Concession, transfers the assets back to the Implementing Agency. (eg – Real Estate projects)
BOT	Build, Operate & Transfer : A PPP Mode under which the Concessionaire builds the assets, operates and maintains them and at the end of the Concession, transfers the assets back to the Implementing Agency. (eg – Road projects)
Commercial Operations Date (COD)	The stage when project construction ends and commercial operations start.
Concession Agreement	The contract document for the project, specifying every element of the project in detail, to be signed between the Concessionaire and the Implementing Agency.
Concession Period	The duration of the PPP contract.
Concessionaire	The private partner awarded the tender for the PPP Project.
Expression of Interest (EoI)	The first stage of the two stage bidding process (Request for Qualification or RFQ), wherein Technical and Financial Qualification documents are invited.
Financial Closure	The stage when the Concessionaire ties up with the banks/financial institutions for the funds required for the project.
Independent Consultant	A consultant appointed for supervision and monitoring quality of the project (different from TA). Usually, Independent Consultant is appointed after the project has been awarded and the Concession Agreement has been signed.
Letter of Acceptance (LoA)	The contract award letter issued to the selected bidder after evaluating all valid bids received.
Negative Grant/ Premium	The amount offered by the Concessionaire to the Implementing Agency under a PPP Project, if the project is profitable. This is an important bidding parameter, if applicable.
PPP	Public Private Partnership, in which the Government contracts a private sector enterprise for providing a public service (roads, water supply, etc.), usually at a user charge.

Pre-Bid meeting	A meeting with the prospective/short-listed bidders before inviting firm proposals, to answer their queries.
Request for Proposal (RFP)	The second stage of the two stage bidding process, wherein only financial proposals are invited from short-listed bidders.
Single Stage Bidding	Adopted for small projects, wherein the Technical/Financial capability documents and Financial proposals are invited from bidders at the same time.
Transaction Advisor (TA)	The consultant for the project, offering technical, financial and legal advice. Usually, TA offers service up to the signing of the Concession Agreement.
Two Stage Bidding	Adopted for large projects, wherein the Technical/Financial capability documents are invited from prospective bidders prior to inviting financial bids. Only technically and financially qualified bidders are asked to submit financial bids later on.
Viability Gap Funding (VGF)	A GoI-initiated scheme, wherein projects with low financial viability are given grants of upto 40% of the project cost, making them financially viable under PPP. This is an important bidding parameter, if applicable.

CIRCULARS ISSUED by PPP CELL

Circular No.	Dated	Description
21	26 May 2011	Additional Sectors included in VGF Scheme (Health & Education)
20	23 Apr 2011	Additional Sectors included in VGF Scheme (Warehousing)
19	20 Apr 2011	Database and MIS for PPP in MP
18	10 Feb 2011	PPP Approval process in MP
17	16 Sept 2010	Creation of Project Development Fund for MP
16	04 Sept 2010	PPP Approval Process for MP
15	14 May 2010	Extension of TA Panel
14	19 Aug 2009	Expansion of scope of IIPDF Projects
13	18 Nov 2008	Approval of TA appointment from PPP Cell
12	20 Oct 2008	Expansion of scope of IIPDF Projects
11	09 Sep 2008	Approval of TA appointment from PPP Cell
10	28 Feb 2008	Guidelines for PPP Projects in the State
9	09 Jan 2008	Guidelines for India Infrastructure Project Development Fund (IIPDF)
8	28 Nov 2007	Guidelines for Planning Commission Project Preparation Facility (PCPPF)
7	18 Sep 2007	Notification of Panel of TAs for PPP Projects
6	01 Dec 2006	Appointment of IDFC as TA for PPP Projects
5	19 Sep 2006	Guidelines for proposals submission under Viability Gap Funding
4	28 Aug 2006	Clarification on posing projects under Viability Gap Funding
3	02 Aug 2006	Proposals for funding under Public Private Infrastructure Advisory Facility (PPIAF)
2	08 Jun 2006	Minutes of Chief Secretaries Conference on PPP at New Delhi
1	31 May 2006	GoI Guidelines for posing proposals under PPPs

Available on website http://www.dif.mp.gov.in/ppp_circulars.htm

PANEL of TRANSACTION ADVISORS for PPP PROJECTS

No.	Name of Transaction Advisor	Address	Contact No/e-mail	Contact Person
1.	Abacus Legal Group, India <u>Consortium partner:</u> Clayton Utz., Australia	B-226, 1st Floor, Greater Kailash-1, New Delhi – 110 048	011 – 2923 4030,92 011 – 2923 6522 abacus@del2.vsnl.net.in	Mr. Akshoy Rekhi 98110-43477
2.	CRISIL, Infrastructure Advisory, India; <u>Consortium partners:</u> Verulam Consultants Private Limited, India; Amarchand & Mangaldas and Suresh A. Shroff & Co., India and Devesh K Shah & Co., India	The Mira, G 1, First Floor, Plot No 1& 2 Ishwar Nagar (Near Okhla Crossing) New Delhi – 110 065	Tel : 011 – 4250 5100 Fax : 011 – 2684 2213 ravip@crsil.com nzamre@crsil.com	Mr. Ravi Poddar, Head Business Development 98102-34251
3.	Deloitte Touche Tohmatsu India Private Limited, India; <u>Consortium partners:</u> Deloitte & Touche LLP, UK and Hemant Sahai Associates, India	Hansalya, Barakhamba Road, New Delhi – 110 001	011 – 2331 5256 011 – 2331 3543 011 – 2331 5437 kamleshmittal@deloitte.com	Mr. Kamlesh Mittal 98111-56820
4.	Ernst Young Private Limited, India <u>Consortium partners:</u> Amarchand Mangaldas and Suresh A. Shroff & Co.	U&I, Plot No. 47, Sector 32 Institutional Area, Gurgaon – 122 001 Regd. Office: 22, Camac Street, Block C, 3rd Floor, Kolkatta – 700 016	0124 -- 464 4175 0124 -- 464 4050 Abhaya.Agarwal@in.cy.com	Mr. Abhaya Agarwal, Lead, PPP Practice Advisory 98104-01207
5.	Feedback Ventures Private Limited, India <u>Consortium partners:</u> Delhi Metro Rail Corporation (DMRC), India and Bankworld Inc., USA and Hemant Sahai Associates, India	Feedback House, 7, Local Shopping Centre, Panchsheel Park, New Delhi – 110 017	011 -- 4200 7508 akhileshwar@feedbackventures.com	Mr. Akhileshwar Sahay, President, Government & Multilateral Advisory Services 98100-29322
6.	Grant Thornton UK LLP, London, <u>Consortium partners:</u> U.K. Grant Thornton India Private Limited, India and Amarchand Mangaldas & Suresh A. Shroff & Co., India	Grant Thornton House, Melton Street, Euston Square, London, NW1 2EP, United Kingdom L-41, Connaught Circus, New Delhi – 110 001 http://www.wcgt.in	00-44-0870- 3242282 (London Telefax) Tel : 011 – 4278 7070 Fax : 011 – 4278 7071 glenn.stone@gtuk.com amit.jain@wcgt.in anurag.gupta@wcgt.in	Mr. Glenn Stone 0870 324 2282 Amit Jain 98717-44226
7.	Infrastructure Development Finance Company (IDFC) Limited, India; <u>Consortium partners:</u> Infrastructure Development Corporation	ITC Centre, 3rd Floor, 760, Anna Salai, Chennai – 600 002	Tel : 044 – 2855 9440 Fax : 044 – 2854 7597 info@idfc.com cherian@idfc.com	Mr. Cherian Thomas Senior Director - Advisory Services 011-4600-6111

Guidelines for PPP Projects

	(Karnataka) Limited (iDeCK), India and Singhania & Partners, India			
8.	Infrastructure Leasing and Financial Services (IL&FS), India <u>Consortium partners:</u> IL&FS Infrastructure Development Corporation, India; IL&FS Education and Technology Services, India; Amarchand and Mangaldas & Suresh A. Shroff & Co. and Junnarkar & Associates, India	IL&FS Financial Centre, C-22, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051	011 – 4130-6726 / 27 ramakrishnan@iflsindia.com	Mr. V. Ramakrishnan, Head - Business Development Group, IL&FS Infrastructure Development Corporation Limited 98100-89363
9.	International Finance Corporation	50M, Niti Marg (Gate No.3) Chankyapuri New Delhi – 110 021	011 – 4111-1018 / 1000 011 – 4111-1001 / 02 (Fax) infradvisory@ifc.org ybhagat@ifc.org	Mr. Vipul Bhagat, Manager, Infrastructure Advisory, South Asia
10.	Pricewaterhouse Coopers Private Limited, India <u>Consortium Partners:</u> A.Y.Chitale & Associates, India and Singhania & Partners, India	GRID: Government and Infrastructure PricewaterhouseCoopers #8-2-293/82/A/1131A Road No. 36, Jubilee Hills Hyderabad -- 500 034 Regd office: Plot No. Y-14, Block EP, Sector V, Salt Lake Electronics Complex, Bidhannagar, Kolkata – 700 091	040 – 6624 6688/6704 040 – 6624 6300 (Fax) kameswara.rao@in.pwc.com	Mr. Kameshwara Rao, Executive Director 98480-41352
11.	RITES Limited, India <u>consortium partner:</u> Suri & Company Law Firm, India	Regd. Office: New Delhi House, 27, Barakhamba Road, New Delhi – 110 001 Corporate Office: Plot No.1, Sector 29, Gurgaon – 122 001	0124 – 2571666 / 2818170 0124 – 2571630 0124 2571660 (F) skseth@rites.co.in info@rites.co.in	Mr. S. K. Seth, Executive Director (Privatisation and Concession)

NOTE:

- There may be potential conflict of interest in case of panel members such as IL&FS and IDFC Limited are selected as the Transaction Adviser for a project for which they could be potential bidders. It is, therefore, recommended that the state government / local governments appointing the transaction advisors should take an undertaking from the selected consortia that they / their affiliates will not bid for the same projects.
- There may be potential conflict of interest in case the agencies with CRISIL consortia are selected as the Transaction Adviser for a project, where CRISIL is also required to rate the proposed PPP project.

USEFUL WEB SITE LINKS for PPP

<i>Address</i>	<i>Concerns</i>
http://www.dif.mp.gov.in/	PPP Cell, GoMP
http://www.pppinindia.com/	PPP Cell, DEA, MoF, GoI
http://www.infrastructure.gov.in/	Committee on Infrastructure, Planning Commission, GoI
http://www.pppindiadatabase.com/	GoI Database on PPP
http://www.planningcommission.nic.in/	Planning Commission, GoI
http://www.iifcl.org/	India Infrastructure Finance Company Ltd
http://worldbank.org/	World Bank
http://www.adb.org/	Asian Development Bank
http://www.ifc.org/	International Finance Corporation (World Bank group)
http://www.ppiaf.org/	Public Private Infrastructure Advisory Facility (Multidonor Technical Assistance facility for PPP)
http://www.wsp.org/	Water and Sanitation Programme (World Bank)
http://www.undp.org/	United Nations Development Programme
http://www.unesco.org/	United Nations Educational, Scientific and Cultural Organization
http://www.unicef.org/	United Nations Children's Fund
http://www.uncitral.org/	United Nations Commission on International Trade Law
http://www.eib.org/	European Investment Bank
http://www.usaid.gov/	US Agency for International Development
http://www.dfid.gov.uk/	Department For International Development (UK Govt.)
http://gpoba.org/	Global Partnership on Output-based Aid (World Bank and DFID funded scheme)
http://www.pppbulletin.com/	Worldwide PPP data and projects

Guidelines for PPP Projects

http://www.partnershipsuk.org.uk/	UK Government agency for PPP
www.infrastructureaustralia.gov.au/	Australian Government PPP Site
http://www.ncppp.org/	American body promoting PPPs
http://www.ppp.gov.ie/	Irish Government PPP Site
http://www.pppcouncil.ca/	Canadian site on PPP
http://www.projectsmonitor.com/	Information on Indian projects across different sectors
http://www.projectstoday.com/	Information on Indian projects across different sectors
http://www.indiastat.com/	Statistics of India and Indian States on different sectors (paid use)
http://www.ijonline.com/	International projects in infrastructure (paid use)

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MIS Expert (ADB)	Mr. Sanjeev Sharma	O – 0755-2574217 M – 92292-34727 e-mail : ssharma.consultant@adb.org , sanjumitthi@yahoo.com

OUR MISSION

*"Creation of an enabling environment
for Public Private Partnership in M.P.
guided by an appropriate
legal, regulatory and institutional framework."*