

GOVERNMENT OF GUJARAT (INDIA)
ROADS AND BUILDINGS DEPARTMENT
GUJARAT STATE HIGHWAY PROJECT-II
(GSHP II)

(Under Assistance from World Bank)

Loan Number 8313-IN

UPGRADING AND MAINTENANCE OF
STATE HIGHWAYS
UNDER
DESIGN, BUILD, FINANCE, OPERATE, MAINTAIN,
and TRANSFER (DBFOMT) - ANNUITY BASIS

Project No's (GSHP II/ICB/01)

REQUEST FOR QUALIFICATION

Superintending Engineer Project Implementation Unit, R&BD Ground Floor, Nirman Bhawan Gandhinagar (Gujarat), India. PIN-382010	
--	--

TABLE OF CONTENTS

1.	INTRODUCTION.....	1
	BACKGROUND.....	1
	BRIEF DESCRIPTION OF BIDDING PROCESS.....	2
	SCHEDULE OF BIDDING PROCESS.....	4
2.	INSTRUCTIONS TO APPLICANTS.....	7
	SCOPE OF APPLICATION.....	7
	ELIGIBILITY OF APPLICANTS.....	7
	CHANGE IN STRUCTURE OR FORMATION OF THE JOINT VENTURE.....	13
	NUMBER OF APPLICATIONS AND COSTS THEREOF.....	13
	SITE VISIT AND VERIFICATION OF INFORMATION.....	13
	AVAILABILITY OF EXCISE/CUSTOM DUTY EXEMPTION BENEFITS.....	14
	ACKNOWLEDGEMENT BY APPLICANT.....	14
	RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATIONS.....	14
	CONTENTS OF THE RFQ.....	15
	CLARIFICATIONS.....	15
	ADDENDA TO RFQ.....	16
	C. PREPARATION AND SUBMISSION OF APPLICATION.....	16
	LANGUAGE.....	16
	APPLICATION DUE DATE.....	17
	LATE APPLICATIONS.....	18
	MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF APPLICATIONS.....	18
	EVALUATION OF APPLICATIONS.....	18
3.	CRITERIA FOR EVALUATION.....	21
	EVALUATION OF TECHNICAL CAPACITY.....	21
	DETAILS OF EXPERIENCE.....	23
	EVALUATION OF FINANCIAL CAPACITY.....	23
4.	FRAUD AND CORRUPTION POLICIES OF THE WORLD BANK APPLICABLE TO THE PROJECT.....	25
	FRAUD AND CORRUPTION.....	25
5.	PRE-APPLICATION CONFERENCE.....	28
	PRE-PROPOSAL CONFERENCE.....	28
	APPENDIX I.....	30
	ANNEX-I: DETAILS OF APPLICANT.....	33
	ANNEX-IIA: TECHNICAL CAPACITY OF THE APPLICANT (IN CASE OF SINGLE ENTITY).....	35
	ANNEX-IIB: TECHNICAL CAPACITY OF THE APPLICANT (IN CASE OF JOINT VENTURE).....	36
	ANNEX-III: FINANCIAL CAPACITY OF THE APPLICANT.....	38

ANNEX-IV: DETAILS OF ELIGIBLE PROJECTS	40
ANNEX-V: STATEMENT OF LEGAL CAPACITY	46
ANNEX-VI: HISTORICAL CONTRACT NON-PERFORMANCE	47
APPENDIX II: POWER OF ATTORNEY FOR SIGNING OF APPLICATION	51
APPENDIX III: POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE.....	54
APPENDIX IV: JOINT BIDDING AGREEMENT	56
APPENDIX V: LIST OF PUBLIC FINANCIAL INSTITUTIONS.....	62
APPENDIX VI: PROJECT INFORMATION MEMORANDUM	65

DISCLAIMER

The information contained in this Request for Qualification document (the “**RFQ**”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the **Government** (as defined in clause 1.1.1 below) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer by the Government to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their Application for qualification pursuant to this **RFQ**. This RFQ may not be appropriate for all persons, and it is not possible for the Government, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. Each Applicant should therefore, conduct its own investigations and analysis and obtain independent advice from appropriate sources, for taking participation in the bidding process including qualification.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Government, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ.

The issue of this RFQ does not imply that the Government is bound to select and qualify Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project[s] and the Government reserves the right to reject all or any of the Applications or Bids without incurring any liabilities to Applicants or Bidders.

1. INTRODUCTION

1.1 Background 1.1.1 The Government of Gujarat (“GOG or “Borrower”) through the Government of India has obtained loan from the International Bank for Reconstruction and Development (IBRD) (herein after called “the Bank”) towards the cost of the Gujarat State Highways Project - II (GSHP-II). It is intended that part of the proceeds of this loan will be applied to eligible payments for this Project under the DBFOMT (Annuity) contract.

The Roads and Building Department (the “Government”) is engaged for the development of State Highways and as part of this endeavour, the Government has decided to undertake four laning of 61 km long corridor between Mehsana and Himatnagar at the Estimated Project Cost of Rs. 3342.8 million through public-private partnership (PPP) on Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) on Modified Annuity Concept with a Concession period of 12 years including construction period of 2 years.

The Government has decided to carry out the Bidding Process for the selection of the bidder to whom the Project may be awarded. The Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank’s Guidelines by World Bank Borrower: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants, January 2011. The bidding process would be in two stages, the first being shortlisting followed by second of selecting preferred bidder. The bidding process would culminate with the preferred bidder forming a Special Purpose Vehicle (SPV) who would be the concessionaire for the project as mentioned in para 1.2 herein below.

1.1.2 The Bidder has to meet with eligibility criteria as specified in para 2.2 herein below.

1.1.3 The scope of work will broadly include, Design, Build, Finance, Operate, Maintain and Transfer of the existing State Highway to two/four-lane standard by improving horizontal and vertical alignments, construction of new pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, drains, road and environment safety and the operation and maintenance thereof. The length of corridor is 60.75 km. having existing 10 m carriageway. This is to be four lane with 0.8 m median and to be

accommodated within available 30 m of ROW. There is one additional major bridge and repairing of 50 culverts.

The Applicants are advised to refer to the Project Information Memorandum attached as Appendix VI for further broad details of the Project.

- 1.1.4 The Estimated Project Cost is as specified in Clause 1.1.1 and includes the estimated construction cost, the financing costs, and physical and price contingencies. This Estimated Project Cost provided in this RFQ is indicative and for purpose of calculating the Threshold Technical Capacity and Financial Capacity set out in Clause 2.2.2 below. The Government shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as amended from time to time by the Government, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “Application Due Date”). The Estimated Project Cost may subsequently be revised in the RFP.
- 1.1.5 The Concessionaire is not entitled to levy and collect toll. The GOG may procure a toll collecting agency separately. The Revenues from the tolling of the Project, if any, at the sole discretion of the GOG, will accrue to the GOG.
- 1.1.6 The Government shall appoint a consultant engineering firm to be the independent consultant under the Concession Agreement (the “Independent Consultant”). The mobilization of the Independent Consultant shall be made on mutually agreed date between the Government and the Concessionaire.
- 1.1.7 The Concessionaire shall take all reasonable steps in the implementation of the Project with regard to the environmental and social safeguards policies specified for the GSHP II and other related statutory acts and policies of the GOG. The Authority will provide land free of encumbrances as specified in RFP document and the Concessionaire is expected to maintain Right of Way in the manner specified in the RFP document.
- 1.1.8 “Modified-Annuity” Structure shall be the base of the Contract wherein the Government provides 40% of the Estimated Construction Cost to The Concessionaire, as Cash Support-During Construction, which is fully financed from the World Bank under the GSHP II. Semi-annual payments (annuities) during the operating period of 10 years of the Concession would be made by the Government as indicated in the RFP.

- 1.2 Brief description
 - 1.2.1 The Government has adopted a two-stage process (collectively referred to as the “Bidding Process”) for

of Bidding
Process

selection of the Bidder for award of the Project. The first stage (the “Qualification Stage”) of the process involves qualification (the “Qualification”) of interested parties/ Joint Ventures who make an Application in accordance with the provisions of this RFQ (the “Applicant”), which expression shall, unless repugnant to the context, include the Members of Joint Ventures.

The Government in consultation with the WB has decided to take up the first stage of bidding process electronically. Electronic process will be adopted using the n-code solution portal <http://rnb.nprocure.com>. Bidders are advised to get themselves fully acquainted with the processes from the above web site. A brief description of the system and process is given in **Annexure A** for indicative guidance only.

The Request For Qualification (RFQ) document may be downloaded for free from the web site <http://rnb.nprocure.com>. The bidder will have to furnish completed RFQ document with requisite details / certificates online on/before the due date for submission.

The Government shall not be held liable for

- any delays and/or
- Non receipt of information /document and/or incomplete information / document received from the bidder.

Though the electronic system notifies bidder of changes in information uploaded by the Government, the Government shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to the Bid.

Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are qualified by the Government shall be invited to submit their Bids for the Project(s) during the Bid Stage. The Applicants are advised to visit the site and familiarise themselves with the Project at an early stage/date, since the Government is likely to provide limited time for submission of Bids for the Project. At the end of this Qualification Stage, the Government expects to announce qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “Bid Stage”) comprising Request for Proposals (the “Request for Proposals” or “RFP”) for the Project.

1.2.3 In the Bid Stage, the qualified Applicants will be called upon to submit their financial offers (the “Bids”), in accordance

with the RFP and other documents to be provided by the Government. The qualified Applicants shall have to purchase the RFP document on payment for tender document and processing fees which will be Rs. 18,000/- (Rupees Eighteen thousand only).

- 1.2.4 In terms of the RFP, Bidders will be required to deposit, along with its Bid, a bid security according to the terms and conditions that would be specified in the RFP
- 1.2.5 The Letter of Award (the “LOA”) would be issued within the Bid Validity Period by the Government to the Bidder who has quoted the lowest Annuity (the Lowest Evaluated Bidder), the same shall be determined by the Government through evaluation and comparison of Bids for this project on the basis of RFP and in the manner it is detailed out in the RFP. The required follow up actions i.e. acceptance of LOA, SPV formation, Signing of Concession Agreement, Financial Closure etc. would be as specified in RFP.
- 1.2.6 As part of RFP, the Government will provide a draft Concession Agreement and other information pertaining to the Project available with it.
- 1.2.7 Bids will be invited for the Project on the basis of Annuity required by a Bidder for implementing the Project in accordance with the Concession Agreement. The required concession period is estimated to be 12 (Twelve) years including construction period of 2 (Two) years.

1.3 Schedule of Bidding Process

1.3.1 The Government shall endeavour to adhere to the following schedule. However the Government may modify/change the dates with due notification:

No	Event Description	Date
Qualification Stage		
Publication and start of downloading of RFQ on Website http://rnb.nprocure.com		
1	Last date of receiving queries on RFQ	16 days from date of start of downloading of RFQ
2	Pre-Application Conference	21 days from date of start of downloading of RFQ
3	Last date of responding to Queries on RFQ	10 days prior to Application Due Date

4	Application Due Date	45 days from date of start of downloading of RFQ
5	Announcement of Qualified and Conditionally Qualified Bidders	90 days from date of Application Due Date
Bid Stage		
6	Date of Invitation to Submit Bids on RFP	Shall be as specified in the RFP.
7	Last Date of Receiving Queries on RFP	
8	PRE-Bid Meeting	
9	Last date for Responding to the Queries on RFP	
10	Bid Due Date	
11	Opening Of Bids	On Bid Due Date
12	Letter of Award (LOA)	Within Bid Validity Period of 120 days from Bid Due Date
13	Signing of Concession Agreement	Within 45 days of acceptance of LOA

Important Dates	
Qualification Stage	
Date of Publication and start of downloading of RFQ	31/03/2014
Last date of receiving queries on RFQ	16/04/2014
Pre-Application Conference	21/04/2014
Time	15:30 Hours (IST)
Venue	Project Implementation Unit, Ground Floor, Nirman

	Bhavan, Gandhinagar (Gujarat)
Last date of responding to Queries on RFQ	05/05/2014
Application Due Date	15/05/2014
Announcement of Qualified and Conditionally Qualified	13/08/2014
Bidding Stage	
Date of Invitation to Submit Bids on RFP	Shall be as specified in the RFP
Last Date of Receiving Queries on RFP	
PRE-Bid Meeting	
Last date for Responding to the Queries on RFP	
Bid Due Date	
Opening Of Bids	
Letter of Award (LOA)	
Signing of Concession Agreement	

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application The Government wishes to receive electronically Applications for Qualification in order to qualify experienced and capable Applicants for the Bid Stage.

Qualified Applicants shall be subsequently invited to submit the Bids for the Project.

2.2 Eligibility of Applicants 2.2.1 For determining the eligibility of Applicants for their qualification hereunder, the following shall apply:

(a)The applicant must be a single company or JV of not more than 3 companies.

(b)The applicant company (or the lead member of a JV) must have been incorporated as company under the prevailing company acts/laws of country of registration.

(c)The country of registration, and countries of registered offices of members of JV in case of JV, must be an eligible country as defined herein after.

(d)The Applicant, and members of applicant in a JV, can participate in one bid only.

Eligible countries: Eligibility for the Provision of Goods, Works and Services in Projects financed by the International Bank for Reconstruction and Development (IBRD- World Bank):

(i) In accordance with Para 1.8 & 1.9 of the Guidelines by World Bank Borrower: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants of January 2011, the Bank permits firms and individuals from all countries to offer goods, works and non-consulting services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.10 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works and non-consulting services required,

or

Para 1.10 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

(ii) For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(1) With reference to paragraph 1.10 (a) (i) of the Guidelines: *none*

(2) With reference to paragraph 1.10 (a) (ii) of the Guidelines: *none*

(e) A Joint Venture of companies shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 (A) below.

(f) Any Applicant found to have a conflict of interest (the 'Conflict of Interest') shall be disqualified. An Applicant, a Joint Venture Member, or its Subsidiary may be considered to have a Conflict of Interest with one or more Applicants, its Joint Venture Member or Subsidiary in this Bidding Process, if:

(i) They have a controlling partner in common, except in case where such controlling partner is a bank, insurance company, pension fund, or a public financial institution referred to in respective sections of the Companies Act, 2013 and 1956. Applicants can view the provisions of respective sections of the Companies Act, 2013 and 1956 at <http://www.mca.gov.in>. The indicative list of Public Financial Institutions is annexed at Appendix V. The Applicants are advised to ascertain the updated list of Public Financial Institutions from the available sources; or

(ii) They receive or have received any direct or indirect subsidy from any of them; or

(iii) They have the same legal representative for the purposes of this Bid; or

(iv) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of

another Applicant, or influence the decisions of the Government regarding this Bidding Process; or

(v) The Applicant participates in more than one Application in this Bidding Process either individually or as a Member in a Joint Venture. Such participation by the Applicant in more than one Application will result in the disqualification of all Applications in which such Applicant is involved. However, this does not limit the inclusion of the same subcontractor in more than one Application; or

(vi) An Applicant or any of its Subsidiaries participated as a consultant in the preparation of the design or technical specifications related to the Project, that are subject of the bid; or

(vii) An Applicant or any of its Subsidiaries has been hired (or is proposed to be hired) by the Government as Project Manager for the GSHP II.

(g) An Applicant or any Member of a Joint Venture that has been sanctioned by the Bank in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.

2.2.2 To be eligible for Qualification, in addition to meeting the Test of Responsiveness as per Clause 2.17, an Applicant shall fulfil the following conditions of eligibility on its own or through a Subsidiary, provided it is part of the Applicant's Application:

(A) Technical Capacity: For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

- (i) Paid for, or received payments (i.e. eligible Experience) for, construction of Eligible Project(s) in Categories 1, 2, 3 and/or 4, as specified further in Clause 3.1.1 ; and/or
- (ii) Paid (i.e. eligible Experience) for development of Eligible Project(s) in Categories 1 and/or 2, as further specified in Clause 3.1.1; and/or
- (iii) Collected and appropriated revenues (i.e. eligible Experience) from Eligible Project(s) in Categories 1

and/or 2, as further specified in Clause 3.1.1

Each of above eligible experience shall be multiplied by the factors indicated in table of para 3.1.6 to arrive “total experience” of each eligible project. The sum of “total experience” of all the eligible projects (i.e. Technical capacity) shall be equal or more than twice the amount of the Estimated Project Cost for the project listed in Clause 1.1.1 (the “Threshold Technical Capacity”). However, at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and/ or Category 3. Applicants may apply for qualification for one or several of the projects listed in Clause 1.1.1. Annex II of Appendix I provides the instructions and tables for the above calculations.

O & M Experience: In case the Applicant is a single entity, it shall have either by itself or through its Subsidiary, provided it is to be part of the Applicant’s Application, experience of one year or more, not including the Defect Liability Period, continuously in operation and maintenance (O&M) of at least one Project of minimum length as given in the Clause 3.1.8 for respective package. The Applicant shall, in the case of a Joint Venture, include a Member who has equivalent O & M experience of its own or through its Subsidiary, provided it is part of the Applicant’s Application, and such Member shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV till the end of Concession Period. The Applicant should furnish details of the O&M experience as per format at Annex-IIC of Appendix-I and evidence in support such as certificate from the client(s)/employer(s) establishing the O&M experience.

(B) Financial Capacity: The Applicant, as defined in Section 2.2 above shall have a minimum Net Worth (the “**Financial Capacity**”), (refer Annex III of Appendix I), equal to 25% (twenty five percent) of the Estimated Project Cost of the project (as specified in Clause 1.1.1) at the close of the preceding financial year.

The Applicant shall have positive net cash accruals during any three years out of the last 5 financial years preceding the application due date.

In case of a Joint Venture, the combined **Technical Capacity** of all Members and the Net Worth, calculated separately, of each Member, who has and shall continue to have an equity share of not less than 26% (twenty six per cent) in the SPV, shall satisfy the above conditions of Technical and Financial Capacity. Moreover, each Member shall, till the end of Concession Period, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV and not less than 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

However, any Member, except the Lead Member, may, with the prior approval of the Government in writing, which shall not be unreasonably withheld, reduce its shareholding to not less than 26 % (twenty six per cent) of the subscribed and paid up equity share capital of the SPV and/ and not less than 5 % (five per cent) of the Total Project Cost, after a period of 2 (two) years from the date of commercial operation of the Project, subject to all Members of the Joint Venture continuing to collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV. However, the Member who will provide the O&M experience according to the Application shall subscribe and continue to hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV till the end of Concession Period.

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

(i) Certificate(s) from its **statutory auditors**¹ and the concerned client(s)/employer(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in Clause 2.2.2(A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a Joint Venture), he should further support his claim for the share in work done for that particular job/ contract by producing a corresponding confirmation on the aforementioned certificate; and

(ii) Certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.3 (ii). For the purposes of this RFQ, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

2.2.4 The Lead Member of a Joint Venture shall submit a Power of Attorney for Signing of Application, as per the format at Appendix-II. Each Member of the Joint Venture separately shall submit a Power of Attorney for Lead Member of Joint Venture, as per the format at Appendix-III, providing

¹ “Statutory auditors shall mean the auditors appointed by the company in accordance with the provisions of the Companies Act, 2013/1956 (in India) or any equivalent law existing in the jurisdiction of incorporation of the Applicant/ Members of Joint Venture”.

In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of clause 2.2.3 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

irrevocable authorisation to the Lead Member to conduct all business for and on behalf of the Joint Venture during the execution of the Project. Applicants applying as Joint Ventures may meet this requirement initially through the submission of a Letter of Intent to formally enter into a Joint Bidding Agreement, in accordance with Clause 2.2.6 (A).

2.2.5 Applicants are advised that, prior to the execution of the Concession Agreement, they will be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”). Appropriate details for single entities and for Joint Ventures will be provided in the RFP. The Application of Joint Ventures shall include a description of the roles and responsibilities of the individual Members, particularly with reference to financial, technical and O&M obligations;

2.2.6 (A) For the purpose of making Application, members of Joint Ventures shall enter into a binding Joint Bidding Agreement, in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”) The Government will consider existing joint venture agreements of Applicants that are not in the form specified in Appendix IV, subject to its review and acceptance or submit a Letter of Intent to formally enter into a Joint Bidding Agreement upon being declared conditionally qualified by the Authority, subject to submitting an executed Joint Bidding Agreement, signed by all members named in the Application, at least 15 days prior to the Bid Due Date.

(B) Covering the period of three years prior to the date of Application and as relevant to the work under the Concession Agreement, an Applicant or its subsidiary shall disclose information concerning non-performance of a contract, based on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Applicant have been exhausted. Moreover, an Applicant shall disclose information concerning pending litigation. All pending litigation in total shall not represent more than 50% of the Applicant’s Net Worth and shall be treated as resolved against the Applicant. The Government shall consider the Applicant’s history of contract non-performance and pending litigation as part of the evaluation of Applications and in this context, reserves the right to reject Applications based on this evaluation.

2.2.7 The Technical Capacity and Net Worth of single Applicants or Joint Ventures under Clauses 2.2.2, 2.2.4 and 3.1 may include the Technical Capacity and Net Worth of their respective subsidiaries.

For purposes of this RFQ, the term “**Subsidiary**” shall be determined by law, contract or otherwise, according to controlling ownership of the assets of the subsidiary, policy direction and operational management by the single Applicant or a member of the Joint Venture.

- | | | | |
|-----|---|-------|--|
| 2.3 | Change in Structure or Formation of the Joint Venture | 2.3.1 | <p>(A) Having qualified Applicants on the basis of, among other things, their Technical and Financial Capacity and, the structure of their Joint Ventures, the Government expects to invite bids only from Applicants who have been notified that they are qualified. Any changes in the structure or formation of an Applicant, after being qualified and invited to bid, shall be subject to the written approval of the Government prior to the Bid Due Date. Such approval shall be denied in the Government’s sole discretion, if, as a consequence of the change, the Applicant no longer meets the technical or financial qualification criteria set forth in Clause 2.2.2 or if in the opinion of the Government, a substantial reduction in competition may result. Further, change in the composition of a Joint Venture may be permitted by the Government, only where</p> <p>(a) The Lead Member continues to be the Lead Member of the Joint Venture;</p> <p>(b) The substitute is at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Joint Venture Member who is sought to be substituted and the modified Joint Venture shall continue to meet the qualification criteria for Applicants;</p> <p>(B) Qualified Applicants shall submit requests for changes in the structure or formation of the Joint Venture to the Government not later than 30 (thirty) days prior to Bid Due Date, as specified in Clause 1.3. The Applicant shall, after approval of change in structure by the Government, submit to the Government, a revised Joint Bidding Agreement as specified in Clause 2.2.6 (A).</p> |
| 2.4 | Number of Applications and costs thereof | 2.4.1 | The Applicant has to electronically submit Application in the format at Appendix I |
| | | 2.4.2 | The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in either the Qualification Stage or the Bid Stage. The Government will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. |
| 2.5 | Site visit and verification of | 2.5.1 | Applicants are encouraged to submit their respective Applications after visiting the Project site at their own cost and ascertaining for themselves the site conditions, traffic, |

information		location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
Availability of excise/custom duty exemption benefits.	2.5.2	Applicants may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever; the Government will not compensate the applicant.
2.6 Acknowledgement by Applicant	2.6.1	<p>It shall be deemed that by submitting the Application, the Applicant has:</p> <p>(a) Made a complete and careful examination of the RFQ and acknowledges and accepts the terms and conditions hereof including the limitations mentioned in the Disclaimer at the beginning of this document;</p> <p>(b) Received all relevant information requested from the Government;</p> <p>(c) Agreed to be bound by the undertakings provided by it under and in terms hereof.</p>
2.7 Right to accept or reject any or all Applications	2.7.1	<p>In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of operation of the Concession Agreement thereof, including the concession thereby granted by the Government, that one or more of the Qualification conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has knowingly given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not yet appointed as the Concessionaire. If the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement and thereby, become the Concessionaire, as the case may be, the Concessionaire may, notwithstanding anything to the contrary contained therein, be terminated, by a communication in writing by the Government to the Concessionaire, without the Government being liable in any manner whatsoever to the Concessionaire and without prejudice to any other right or remedy which the Government may have under the Concession agreement, or under applicable law. The Bid Security or Performance Security of such Applicants / Bidders/ Concessionaire as the case may be, shall be forfeited.</p>
	2.7.2	<p>The Government reserves the right to verify all statements, information and documents submitted by the Applicant in response to this RFQ. Any such verification or lack of such</p>

verification by the Government shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Government there under.

B. DOCUMENTS

- 2.8 Contents of the RFQ 2.8.1 This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Request for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation
- Section 4. Fraud and Corruption Policies of the World Bank Applicable to the Project
- Section 5. Pre-application Conference

Appendices

- I - Letter comprising the Application for Qualification
 - II - Power of Attorney for signing of Application
 - III - Power of Attorney for Lead Member of Joint Venture
 - IV - Joint Bidding Agreement
 - V - List of Public Financial Institutions
 - VI - Project Information Memorandum (PIM)
- Need to add indicative procedures for e-submission

- 2.9 Clarifications 2.9.1 Applicants requiring any clarification on the RFQ may send in their queries before the Last Date for Receiving Queries in Clause 1.3 through email at se-piu-rnb@gujarat.gov.in or fax at +91-79-23251915. The Government shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. Queries and responses may be sent either by fax or e-mail.

Clarification queries shall be addressed to:

Superintending Engineer
Project Implementation Unit R&BD
Ground Floor, Nirman Bhawan
Sector 10 A, Gandhinagar (Gujarat), India
PIN-382010
Telephone – +91-79-23252986

Facsimile number – +91-79-23251915

Email – se-piu-rnb@gujarat.gov.in

- 2.10 Addenda to RFQ
- 2.10.1 At any time prior to Application Due Date, the Government may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda. The Employer shall not be held liable for any delays due to system failure beyond its control. The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.
- 2.10.2 Any Addendum thus issued will be published on website <http://rnb.nprocure.com>. It shall be deemed to be part of the RFQ.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Government may, in its sole discretion, extend the Application Due Date which shall be published on website <http://rnb.nprocure.com>.

C. PREPARATION AND SUBMISSION OF APPLICATION

- 2.11 **Language**
- 2.11.1 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
- 2.12.1 The Applicant shall provide all the information sought under this RFQ. The Government will evaluate only those Applications that are received in the required formats and complete in all respects.
- 2.12.2 Deleted.
- 2.12.3 All pages in the Application shall be typed or written in indelible ink and digitally signed by the authorised signatory of the Applicant. In case of printed and published documents, only the cover shall be digitally signed. All required documents shall be scanned and digitally signed. These documents shall be uploaded in “portable document format” - .pdf before Application Due Date on website <http://rnb.nprocure.com>.

2.12.4 The applications shall be submitted electronically on website <http://rnb.nprocure.com>.

Required Contents of Each Application:

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for Signing the Application as per the format at Appendix-II;
- (iii) If applicable, the Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-III;
- (iv) Copy of the Joint. Bidding Agreement, in case of a Joint Venture, substantially in the format at Appendix – IV or Letter of Intent to enter into a Joint Bidding Agreement prior to the Bid Due Date in the RFP;
- (v) Copy of Certificate of Incorporation, Memorandum and Articles of Association, if the Applicant is a company/body corporate, and if a partnership then a copy of its partnership deed;
- (vi) Copies of Applicant’s duly audited balance sheet and profit and loss account for the preceding five years.

If the documents are not signed and uploaded on website <http://rnb.nprocure.com> as instructed above, the Government assumes no responsibility for the premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

Applications shall be submitted only electronically on website <http://rnb.nprocure.com>. Applications submitted by hand, courier, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.13 Application Due Date

2.13.1 Applications shall be electronically submitted before 11:00 hours IST server time on the Application Due Date shown in Clause 1.3, at the address provided in Clause 2.12.4 in the manner and form as detailed in this RFQ. After electronic on line bid submission, the system will generate a unique bid identification number which will be time stamped. This shall be treated as acknowledgement of bid submission.

2.13.2 The Government may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance

with Clause 2.10 uniformly for all Applicants.

- 2.14 **Late Applications** 2.14.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.
- 2.15 **Modifications/
substitution/
withdrawal
of
Applications** 2.15.1 Bidders may modify their bids online before the deadline for Application Due Date prescribed in Clause 1.3.1. For modification of bids, the bidder need not make any additional payment towards the cost of RFQ document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder before Application Due Date shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In on line system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids, however, *if the bid is withdrawn, the re-submission of the bid is not allowed.*
- 2.15.2 The modification, substitution or withdrawal notice shall be signed and uploaded in accordance with Clause 2.15.
- 2.15.3 Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Government, shall be disregarded.

D. EVALUATION PROCESS

- 2.16 **Evaluation of Applications** 2.16.1 The Government shall use the factors, methods, criteria and requirements set out in this RFQ to evaluate the qualifications of the Applicants. The use of other methods, criteria or requirements shall not be permitted.
- To assist in the examination of the qualifications of Applicants, the Government may, at its discretion, ask any Applicant for a clarification of its Application. Any clarification submitted by an Applicant that is not in response to a request by the Government shall not be considered. The Government's request for clarification and the response shall be through e-mail or in writing. If an Applicant does not provide the requested clarifications by the date set in the Government's request, its bid may be rejected. The Authority reserves the right to waive minor deviations "Deviation" is a departure from the Qualification requirements specified in this RFQ document. in the qualification requirements, if they do

not materially affect the capabilities of an Applicant to perform the Concession Agreement for the projects indicated in the Application" and "Deviation" is a departure from the Qualification requirements specified in this RFQ document.

2.16.2 Confidentiality:

Information relating to the examination, clarification, evaluation, and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process, until the notification of qualification, conditional qualification and disqualification is made in writing to all Applicants. The Government will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence.

The Government may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Government or as may be required by law.

Any attempt by the Applicant to influence the Government at any time in the evaluation of the Application or in award of the contract shall result in rejection of the Applicant's Application. Notwithstanding the above if an Applicant wishes to contact the Government after the Application Due Date on any matter relating to the RFQ it should do so only in writing.

2.17 **Tests of responsiveness:**

Prior to evaluation of Applications, the Government shall determine whether each Application is responsive to the requirements of the RFQ ("**Test of Responsiveness**"). An Application shall be considered responsive only if:

- (i) It is received as per format at Appendix-I.
- (ii) It is received online by the Application Due Date including any extension thereof pursuant to Clause 2.13.2;
- (iii) It is signed, and uploaded as stipulated in Clause 2.12;
- (iv) It is accompanied by the Power(s) of Attorney as specified in Clause 2.2.4;
- (v) It contains all the information and documents (complete in all respects) as requested in this RFQ;
- (vi) It contains information in formats same as those

specified in this RFQ;

- (vii) It contains certificates from its statutory auditors² in the formats specified at Appendix-I of the RFQ for each eligible project.
- (viii) It is accompanied by the Jt. Bidding Agreement (for Joint Venture), specific to the Project(s), as stipulated in Clause 2.2.6(A) or letter of intent to form a JV.

² In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of clause 2.17(g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

3. CRITERIA FOR EVALUATION

- 3.1 **Evaluation of Technical Capacity** 3.1.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the “**Eligible Experience**”) in relation to eligible projects as stipulated in Clauses 3.1.3 and 3.1.4 (the “**Eligible Projects**”):

Category 1	Project experience on Eligible Projects in highways sector that qualify under Clause 3.1.3
Category 2	Project experience on Eligible Projects in core sector that qualify under Clause 3.1.3
Category 3	Construction experience on Eligible Projects in [highways] sector that qualify under Clause 3.1.4
Category 4	Construction experience on Eligible Projects in core sector that qualify under Clause 3.1.4

For the purpose of this RFQ:

Highways sector would be deemed to include highways, expressways, bridges, tunnels and airfields; and

Core sector would be deemed to include power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development³.

- 3.1.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.
- 3.1.3 For a project to qualify as an Eligible Project under Categories 1 and 2:
- (i) The Applicant should have undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its

³ Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant

charter, concession or contract, as the case may be.

For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity

- (ii) The entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% equity during the entire year for which Eligible Experience is being claimed;
- (iii) The capital cost of the project should be more than 20 % of the Estimated Project Cost specified in Clause 1.1.1
- (iv) The entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.1.4 For a project to qualify as an **Eligible Project under Categories 3 and 4**, the Applicant should have paid for execution of its construction works or received payments from its client(s)/employer(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience.

However, payments/receipts of less than 20 % of the respective Estimated Project costs as specified in Clause 1.1.1 shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.

- 3.1.5 The Applicant may quote experience in respect of a particular Eligible Project under any one category only. The Applicant may quote experience, even though the Applicant (either individually or along with a Member of the Joint Venture) may have played multiple roles in the cited project. However, the Government will not accept double counting of experience for a particular Eligible Project in any form.
- 3.1.6 The Eligible Experience shall be multiplied by the respective **category factors** specified in Table 3.1.6 below to arrive at the “**Total Experience**” in Annex II of Appendix I.

Table 3.1.6: Factors for eligible Experience across categories

	Factor
Category 1	1.25
Category 2	1.00
Category 3	0.75
Category 4	0.50

- 3.1.7 Experience for any activity relating to a particular Eligible Project shall not be claimed by more than one Member of an Applicant applying as a Joint Venture. The Government will not accept double counting of experience in any form.
- 3.1.8 The Applicant’s experience towards O & M for the respective projects shall be as follows

Project No.	Single Road project (Four-Lane) of minimum length (Kms)
GSHP II /A1	50

3.2 Details of Experience

- 3.2.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) years immediately preceding the Application Due date.
- 3.2.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II A or B and C of Appendix-I, as the case may be.
- 3.2.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

3.3 Evaluation of Financial Capacity

- 3.3.1 The Application must be accompanied by the audited Annual Reports of the Applicant (of each Member in case of a Joint Venture) for the last 5 (five) financial years, preceding the year

in which the Application is made.

- 3.3.2 In case the Applicant's annual accounts for the latest financial year have not yet been audited and therefore, the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor⁴ shall certify the same. However, the Applicant shall still comply with the requirement in para. 3.3.1 for audited Annual Reports for the other financial years preceding the year in which the Application is made.
- 3.3.3 The Applicant must establish a **Minimum Net Worth** of 25 % (twenty-five per cent) of the Estimated Project Cost of each project for which the Applicant has made Application, as specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

⁴ In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

4. FRAUD AND CORRUPTION POLICIES OF THE WORLD BANK APPLICABLE TO THE PROJECT

4.1 Fraud and Corruption

As per the World Bank's policy on Fraud and Corruption applicable to this RFQ, the Borrowers (including beneficiaries of Bank loans), as well as Bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers or suppliers under Bank-financed contracts, are required to observe the highest standard of ethics during the procurement and execution of such contracts⁵. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice"⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice"⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is

⁵ In this context, any action taken by an Applicant, bidder, supplier, contractor, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

⁶ "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁸ "Parties" refer to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁹ a "party" refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 4.1(e) below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the World Bank to remedy the situation;
 - (d) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures¹⁰, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹¹ sub-contractor, consultant, manufacturer or supplier, or service provider, or service provider of an otherwise

¹⁰ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

¹¹ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has: (i) either been included by the bidder in its qualification application or bid because it brings specific and critical experience and knowhow that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

eligible firm being awarded a Bank-financed contract; and

- (e) will have the right to require that a provision be included in the bidding documents and in contracts financed by a Bank loan permitting the Bank to inspect any accounts and records and other documents relating to the Application and contract performance, and to have them audited by auditors appointed by the Bank.

5. PRE-APPLICATION CONFERENCE

5. **Pre-Proposal Conference**
- 5.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place specified in Clause 1.3. Attendance of the Applicants is optional but highly encouraged.
- 5.2 The Applicants will be free to seek clarifications on previously notified matters and will be free to make suggestions for consideration of the Government. The Government shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate.
- 5.3 The Government shall upload its response to queries raised by the Applicants on the website <http://rnb.nprocure.com>. The source of the queries shall not be disclosed in the responses.

Annexure-A

Brief description of bidding process

Bidders shall have to submit their qualification details electronically and in physical form as described below. The electronic submission process is submission through website <http://rnb.nprocure.com>.

Bidders are requested to get familiar with the e-procurement procedure. Detailed guidelines for intending bidders are provided at the same web site. Bidders may go through the following.

User Manual for Bidders available under “Quick Links” on home page of <http://rnb.nprocure.com> and “FAQs” on home page of the same website. If required, bidders may contact (n)procure through phone or fax on numbers specified under “Contact Us” on their home page. Alternatively bidders may contact (n) procure through e-mail at address provided under “Contact Us” on their home page.

Some basic requirements for taking part in bidding through this website are reproduced below.

(n)Procure Portal Requirement:

- (1) Computer with Windows XP (with min. Service Pack 3) / Vista / 2003 / Win-7.0 (with full Administrative rights)
- (2) Internet Explorer version 7.0 or 8.0 only
- (3) Legally valid class 3 Digital Signature Certificate. i.e. 2 Separate Certificates-Signing & Encryption under Indian Root CA chain.

Detailed guidelines for viewing and downloading bids and submission of online bids are given on the website. Any citizen or prospective bidder can visit this website and view and download the RFQ document and the details of works for which bids are invited for free.

Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in the website <http://rnb.nprocure.com>. The bidder should get registered in the web site <http://rnb.nprocure.com> using the relevant option available and paying required fees.

The bidder is required to have a legally valid class 3 Digital Signature Certificate (DSC). The DSC can be obtained from any authorised certifying agencies. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/ password chosen during registration.

Additional requirements if any are provided in the RFQ document.

The RFQ document can be downloaded free of cost. After viewing and downloading the RFQ document, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bidder may not be qualified.

The completed RFQ documents as indicated in Instructions To Bidders clauses, should be uploaded on the website given above through e-tendering along with scanned copies of requisite documents / certificates as are mentioned in different sections in the RFQ document.

The bidder shall submit online the document supporting requirements under qualification criteria and Technical part. The contents of the Post Qualification and Technical and Financial bid shall be as specified in respective clauses of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system will generate a unique bid identification number which will be time stamped. This shall be treated as acknowledgement of bid submission.

The documents and details shall be submitted online on website <http://rnb.nprocure.com> Details and process of online submission of the tender and relevant documents are given in the website mentioned above.

Scanned copies of the documents shall be uploaded on the website <http://rnb.nprocure.com> at the appropriate places.

Submission of Original Documents: The bidders on call will be required to submit originals of the documents /information furnished online. Failing to promptly do so may result into exclusion of the bidder from shortlisting process.

APPENDIX I

Letter Comprising the Application for Qualification
(Refer Clause 2.12.4)

Dated:

To,

Superintending Engineer
Project Implementation Unit, R&BD
Ground Floor, Nirman Bhawan
Sector 10 A, Gandhinagar (Gujarat), India
PIN-382010
Telephone – 91-79-23252986
Facsimile number – 91-79-23251915

Sub: Application for qualification for GSHP II/--- DBFOMT (Annuity) Project

Dear Sir,

1. Being duly authorized to represent and act on behalf of¹² (hereinafter referred to as “the **Applicant**”), and having reviewed and fully understood all of the qualification requirements and information provided in the RFQ, the undersigned hereby applies for Qualification to bid for the Project indicated below:

SI No.	Project No.	Project Name
1	GSHP/II/A1	

2. I/We acknowledge that the Government will be relying on the information provided in the Application and the documents accompanying such Application for Qualification of the Applicants for the aforesaid Project(s), and I/we certify that all information provided in the Application and in Annexes I to IV is true and correct and nothing has been omitted or concealed which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the Designing, Constructing, Financing, Operation, Maintenance and Transfer of the aforesaid Project or Projects.
4. I/ We shall make available to the Government, at its specific request, any additional

¹² All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such applicant.

information it may find necessary or require to clarify the Qualification statement.

5. I/ We acknowledge the right of the Government to annul the RFQ process and reject all Applications and to accept or reject any Application without thereby incurring any liabilities to the Applicants.
6. I/ We have provided information in Annex VI concerning historical contract non-performance and pending litigation, as applicable, in compliance with Clause 2.2.6 (B).
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFQ, including any Addendum issued by the Government.
 - (b) I/ We do not have any Conflict of Interest in accordance with Clauses 2.2.1(c) sub-clauses (i) to (vii), and Clause 2.2.1(d) of the RFQ; and
 - (c) I/ We, including our subcontractors or suppliers for any part of the concession agreement that may result from this qualification process have not been declared ineligible by the World Bank, official regulation, or by any act of compliance with a decision of the United Nations Security Council ; and
 - (d) I/ We have taken steps to ensure that the Application is in conformity with the provisions of Section 4 of the RFQ.
8. I/We have provided declaration in Annex VII concerning “Availability of excise/custom duty exemption benefits”.
9. I/ We declare that the following commissions, gratuities or fees have been paid or are to be paid with respect to the RFQ process, the expected RFP process or the execution of the Concession Agreement:

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

[If none has been paid or is to be paid, please indicate ‘none’.]

- 10 The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFQ, and duly signed by the authorised signatory, is enclosed. The power of attorney for signing of Application, and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.

11 I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.

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

Yours faithfully,

(Signature of the Authorised Signatory)

Date (Name and designation of the Authorised Signatory)

Place:Name and seal of the Applicant/ Lead Member

ANNEX-I: Details of Applicant

1. (a) Applicant's Legal Name:
 - (b) Actual or Intended Country of incorporation:
 - (c) Actual or Intended Address of headquarters and branch office(s), if any, in India:
 - (d) Actual or Intended Date of incorporation:
2. Brief description of the Applicant, including details of its main lines of business
3. Details of individual(s) who will serve as the point of contact/ communication for the Government:
 - i) Name:
 - ii) Designation:
 - iii) Company:
 - iv) Address:
 - v) Telephone Number:
 - vi) E-Mail Address:
 - vii) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:
5. In case of a Joint Venture:
 - (a) The information above in Items 1 and 2 shall be provided for all Members of the Joint Venture. The information above in Items 3 and 4 shall be provided by the Lead Member of the Joint Venture.

(b) Information regarding role of each Member shall be provided as per table below:

Sl. No.	Name of Member	Role {Refer Clause 2.2.5}	Percentage of equity in the Joint Venture
1.			
2.			
3.			
4.			

ANNEX-IIA: Technical Capacity of the Applicant (in case of single entity)¹³

(Refer to Clauses 2.2.2(A), 3.1 and 3.2 of the RFQ)

Single entity Applicant or Subsidiary ¹⁴	Project Code ¹⁵	Factor for Experience across categories ¹⁶	Eligible Experience ¹⁷ Amount in Rs. Crores Equivalent ¹⁸						Total Experience in (Rs. Crores) ¹⁹
			Payments made / received for construction of Eligible Projects in Categories 3 and 4		Payments made for development of Eligible Projects in Categories 1 and 2		Revenues appropriated from Eligible Projects in Categories 1 and 2		
			Category 3	Category 4	Category 1	Category 2	Category 1	Category 2	
(1)	(2)	(3)	(4)	(5)	(6)	(7)			
Single entity Applicant	A								
	B								
	C								
	D								
Technical capacity (Rs. Crores) (sum of total experience)									

¹³ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by a Subsidiary specified in Clause 2.2.7 and/ or by a project company eligible under Clause 3.1.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.1.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.1.4.

¹⁴ In case credit is claimed for a Subsidiary, necessary evidence to establish the relationship of the Applicant with such Subsidiary, in terms of Clause 2.2.7, shall be provided.

¹⁵ Refer Annex-IV of this Appendix-I. Add more rows if necessary.

¹⁶ Refer Clause 3.1.6.

¹⁷ In case of Eligible projects in Categories 1 and 2, the figures in columns 5 and 6 may be added for computing the experience of the respective projects. In case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the experience of an eligible project.

¹⁸ For conversion of foreign currencies to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Application Due Date. The conversion rate of currencies shall be the average of buying and selling rates published by the International Monetary Fund for the relevant date.

¹⁹ Multiply the amount in the eligible Experience column by applicable category factor in column (3) to arrive at the Experience for each Eligible Project.

ANNEX-IIB: Technical Capacity of the Applicant (in case of Joint Venture)²⁰
(Refer to Clauses 2.2.2(A), 3.1 and 3.2 of the RFQ)

Name of Joint Venture Member or Subsidiary ²¹	Member Code ²²	Project Code ²³	Category Multiplication Factor ²⁴	Eligible Experience ²⁵						Total Experience in (Rs. Crores) ²⁷	
				Amount in Rs. Crores Equivalent ²⁶ §§							
				Payments made / received for construction of Eligible Projects in Categories 3 and 4		Payments made for development of Eligible Projects in Categories 1 and 2		Revenues appropriated from Eligible Projects in Categories 1 and 2			
(1)	(2)	(3)	(4)	(5)		(6)		(7)		(8)	
				Category 3	Category 4	Category 1	Category 2	Category 1	Category 2		
Joint Venture Member 1		1a									
		1b									
		1c									
		1d									
Joint Venture Member 2		2a									
		2b									
		2c									
		2d									
Joint Venture Member 3		3a									
		3b									
		3c									
		3d									
Joint Venture Member 4		4a									
		4b									
		4c									
		4d									
Technical capacity (Rs. Crores) (sum of total experience)											

²⁰ Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by a subsidiary as specified in Clause 2.2.7 and/ or by a project company eligible under Clause 3.1.3(b). In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.1.3(c) and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.1.4.

²¹ In case credit is claimed for Subsidiary, necessary evidence to establish the relationship of the Applicant with such Subsidiary, in terms of Clause 2.2.7, shall be provided.

²² Member Code shall indicate the following abbreviations: LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member. In case the Eligible Project relates to an Subsidiary of the Applicant or its Member, write “Subsidiary” along with Member Code.

²³ Refer Annex-IV of this Appendix-I. Add more rows if necessary.

²⁴ Refer Clause 3.1.6.

²⁵ In case of Eligible projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the experience of the respective projects. In case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the experience of an eligible project.

²⁶ For conversion of foreign currencies to Rupees, the rate of conversion shall be as on the date 60 (sixty) days prior to the Application Due Date. The conversion rate of currencies shall be the average of buying and selling rates published by the International Monetary Fund for the relevant date.

²⁷ Multiply the amount in the Eligible Experience column by applicable factor in column (4) to arrive at the Experience for each Eligible Project.

ANNEX-IIC: O&M experience of the Applicant

(Refer Clauses 2.2.2 A of the RFQ)

SI No.	Name of Contracting Entity, Project Title and Location	Project Road Operated and Maintained		Start and Completion Date of Contract	Supporting Document	
		No. of Lanes	Length[kms]		Attached (Yes/No)	Reference page no. in the application
	Total Length (Km)					

Appendix I,

Annex-III

ANNEX-III: Financial Capacity of the Applicant

(Refer to Clauses 2.2.2(B), 2.2.3 (ii) and 3.3 of the RFQ)

(In Rs. Crore²⁸)

Applicant type	Member Code ²⁹	Net Cash Accruals					Net Worth ³⁰
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Applicant	N/A						
Joint Venture Member 1							
Joint Venture Member 2							
Joint Venture Member 3							
Joint Venture Member 4							
Subsidiary							
Total							

²⁸ For conversion of foreign currencies into rupees, see foot note below Annex-II of Appendix-I.

²⁹ For Member Code, see instruction 4 at Annex-IV of this Appendix-I.

³⁰ The Applicant shall provide details of its own Financial Capacity and/ or of a Subsidiary, as specified in Clause 2.2.7

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 5(five) years preceding the Application Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Single Applicant or Joint Venture Members and its Subsidiaries where the Applicant is relying on its Subsidiary's financials;
 - (b) be audited by a statutory auditor³¹;
 - (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 Cash Accruals shall mean Profit after Tax + Depreciation.
3. 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 share holders).
4. Year 1 will be the latest completed financial year, preceding the Application Due Date. Year 2 shall be the year immediately preceding Year 1 and so on.
5. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.3 (ii) of the RFQ document.

³¹ In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.

ANNEX-IV: Details of Eligible Projects
(Refer to Clauses 2.2.2(A), 3.1 and 3.2 of the RFQ)

Project Name and Code:Member Code:

Sl No.	Refer Instruction (1)	Item (2)	Particulars of the Eligible Project (3)	Supporting Document (4)	
				Attached (Yes/No)	Reference page no. in the application
1		Title & nature of the project			
2	5	Category			
3	6	Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or (c) revenues appropriated			
4	7	Entity for which the project was constructed/ developed (name, address and contact details of owner/ Employer/ Agency)			
5		Location			
6	8	a) Total project cost and			

Upgrading and Maintenance of State Highways

SI No.	Refer Instruction (1)	Item (2)	Particulars of the Eligible Project (3)	Supporting Document (4)	
				Attached (Yes/No)	Reference page no. in the application
		b) specify participation of the Member as a JV or subcontractor and its contract amount			
7		Date of commencement of project/ contract			
8	9	Date of completion/ commissioning			
9	10	Equity shareholding (with period during which equity was held)			
10	15	Whether credit is being taken for the Eligible Experience of an Subsidiary (Yes/ No)			

Instructions:

1. Applicants are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.1.3 and 3.1.4 of the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the project codes would be a, b, c, d etc. In case the Applicant is a Joint Venture then for Member 1, the project codes would be 1a, 1b, 1c, 1d etc., for Member 2 the project codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to a Subsidiary of the Applicant or its Member, write “**Subsidiary**” along with Member Code.
5. Refer to Clause 3.1.1 of the RFQ for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.1.3(c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.1.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Employer/ Agency (i.e. concession grantor, counter party to PPA, etc.) shall be provided. In case of projects in Categories 3 and 4, similar particulars of the client(s)/employer(s) need to be provided.

8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.1.3 and 3.1.4
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.1.3).
11. Certificate from the Applicant's statutory auditor³² or its respective client(s)/employer(s) must be furnished as per format below for each eligible project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual account of the Applicant/ Member / Subsidiary may provide the requisite certification.
12. If the Applicant is claiming experience under Categories 1 & 2³³, it should provide a certificate from its statutory auditor in the format below:
13. If the Applicant is claiming experience under Category 3 & 4³⁴, it should provide a certificate from its statutory auditors or the client(s)/employer(s) in the format given below:

Certificate from the Statutory Auditor/ Client(s)/employer(s) regarding construction works³⁵

Based on its books of accounts and other published information authorised by it, this is to certify that(name of the applicant/Member/Subsidiary) was engaged by(title of the project company) to execute(name of project) for (nature of project)³⁶. The construction of the project commenced on(date) and the project was/ is likely to be commissioned on(date, if any). It is certified that (name of the Applicant/ Member/ Subsidiary) received/paid Rscr. (Rupees.....crore) by way of payment for the aforesaid construction works.

³² In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

³³ Refer Clause 3.1.1 of the RFQ.

³⁴ Refer Clauses 3.1.1 and 3.1.4 of the RFQ

³⁵ 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.

³⁶ In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: " This is to certify that(name of Applicant/ Member/ Subsidiary held 26% or more of the paid up and subscribed share capital in the(name of Project company) when it undertook construction of the(name of Project) through(name of the contractor).

We further certify that the total estimated capital cost of the project is Rs cr., of which the Applicant/Member/Subsidiary received/paid Rs cr. (Rupees crore), in terms of Clauses 3.1.1 and 3.1.4 of the RFQ, during the past five financial years as per year-wise details noted below:

[It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a Member of joint venture.]³⁷

Name of the Audit Firm:

Authorised Signatory

Seal of the Audit Firm:

Signature of the Authorised

Signatory and date

14. In the event that the credit is being taken for the eligible experience of a Subsidiary, as defined in Clause 2.2.7, the Applicant shall provide documentary evidence to the satisfaction of the Government that it owns the majority of the subscribed and paid up voting equity of the subsidiary and controls its business activities.

³⁷ This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/ joint venture. This portion may be omitted if the contract did not involve a partnership/ joint venture. In case where work is not executed by partnership/joint venture, this paragraph may be deleted.

Certificate from the Statutory Auditor regarding³⁸ Equity Holding

Based on its books of accounts and other published information authorised by it, this is to certify that (name of the Applicant/Member/Subsidiary) is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes%³⁹ of the total paid up and subscribed equity capital) of the project company from (date) to (date)⁴⁰. The project was/is likely to be commissioned on (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs.cr. of which Rs.cr. of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....
.....
.....
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.1.1 and 3.1.3 (d) of the RFQ during the past five financial years were Rs..... cr. as per year-wise details noted below:

.....
.....
.....
.....

Authorised Signatory

Name of the Audit Firm:

Seal of the Audit Firm:Signature of the Authorised

Signatory and date

³⁸ 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.

³⁹ Refer instruction no. 10 in this Annex-IV.

⁴⁰ In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that (name of Applicant) constructed and/ or owned the(name of project) from (date) to (date)."

ANNEX-V: Statement of Legal Capacity

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

Ref. Date:

To,

Superintending Engineer
Project Implementation Unit, R&BD
Ground Floor, Nirman Bhawan
Sector 10 A, Gandhinagar (Gujarat), India
PIN-382010
Telephone – 91-79-23252986
Facsimile number – 91-79-23251915

Dear Sir,

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

We have agreed that *(Insert Name of Joint Venture Member's Firm)* will act as the Lead Member of our Joint Venture.⁴¹

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

Thanking you,

Yours faithfully,

Authorised Signatory For and on behalf of

⁴¹ Please strike out whichever is not applicable

ANNEX-VI: Historical Contract Non-Performance

[The following table shall be filled in for the Applicant and for each partner of a Joint Venture]

Applicant’s Legal Name: [insert full name]
 Date: [insert day, month, year]
 Joint Venture Party Legal Name:[insert full name]
 Project No. and title: [insert Project number and title]
 Page [insert page number] of [insert total number] pages

Non-Performing Contracts in accordance with 2.2.6 (B)			
<input type="checkbox"/> Contract non-performance did not occur during the [number] years specified in 2.2.6 (B)			
<input type="checkbox"/> Contract(s) not performed during the [number] years specified in 2.2.6 (B)			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, Rs. in Cr)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with 2.2.6 (B)			
<input type="checkbox"/> No pending litigation in accordance with 2.2.6 (B)			
<input type="checkbox"/> Pending litigation in accordance with 2.2.6 (B)			

Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, Rs. in Cr)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>

Annexure VII -Declaration (Ref: Clause 2.5.2)

**Regarding Customs/Excise Duty Exemption for Materials/Construction Equipment
Bought for the Works**

(Applicant's Name and Address)

To
Superintending Engineer
Project Implementation Unit, R&BD
Ground Floor, Nirman Bhawan
Sector 10 A, Gandhinagar (Gujarat), India
PIN-382010
Telephone – 91-79-23252986
Facsimile number – 91-79-23251915

Dear Sir,

Re: (Name of the Work)

Certificate for Import/ Procurement of Goods/ Construction Equipment.

1. We confirm that we are solely responsible for obtaining Custom/ Excise duty waivers, which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the Government, will not compensate us.
2. We are furnishing below the information required by the Government for issue of the necessary certificates in term of the Government of India Central Excise Notification No. 108/ 95 and Customs Notification No85/99.
3. The goods/ construction equipment for which certificates are required are as under:

Items	Make/ Brand Name	Capacity (where applicable)	Quantity	Value	State whether it will be procured locally or imported (if so from which country)	Remarks regarding justification for the quantity and their usage in works
Goods						
(a) Bitumen						
(b)						
(c)						
Construction Equipment						
(a)						
(b)						
(c)						
(d)						

4. We agree that the certificate will be issued only to the extent considered reasonable by the Government for the work, based on the Estimates, Construction Programme and Methodology as furnished along with the bid.
5. We confirm that the above goods will be exclusively used for the construction of the above work and construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date _____

(Signature) _____

Place _____

(Printed Name) _____

Designation

Common Seal

APPENDIX II: Power of Attorney for Signing of Application

(Refer Clause 2.2.4)

(In India, to be executed on Stamp paper of appropriate value; outside India, to be executed according to equivalent local practice)

Know all men by these presents, We..... [name of the Applicant and address of its registered office] do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our Application/Bid for the GSHPP II Project(s) mentioned below, on DBFOMT (Annuity) Basis proposed or being developed by the Roads and Buildings Department of State of Gujarat (the “Government”):

1. *[Mention Project No. and Project Name-Refer Clause 1.1.1]*
- 2.
- 3.
- 4.

including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Application and other conferences and providing information/ responses to the Government, representing us in all matters before the Government, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Application/Bid , and generally dealing with the Government in all matters in connection with or relating to or arising out of our Application/Bid for the said Project[s] and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Government.

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

This Power of Attorney has been executed by the person(s) mentioned below pursuant to a resolution dated [] passed by the Board of Directors of the Applicant company.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....AT ___[Mention place of execution]_____

For

(Signature) (Name, Title and Address)

Witnesses:

1.

2.

Accepted

(Notarised)

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

APPENDIX III: Power of Attorney for Lead Member of Joint Venture

Power of Attorney for Lead Member of Joint Venture

(In India, to be executed separately by each Member of the Joint Venture on Stamp Paper of appropriate value; outside India, to be executed according to equivalent local practice)

(Refer Clause 2.2.4)

Whereas the Roads and Buildings Department of State of Gujarat, the “**Government**” has invited applications from interested parties for the “GSHPP II projects on DBFOMT (Annuity) Basis ”.

Whereas,,, and (collectively the “**Joint Venture**”) being Members of the Joint Venture are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project[s], and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Government to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project[s] and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, Joint Venture having our registered office at, do hereby irrevocably designate, nominate, constitute, appoint and authorise having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (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 Joint Venture and any one of us during the Bidding Process and, in the event the Joint Venture is awarded the concession/Project, during the execution of the Project[s] and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its Bid[s] for the Project[s], including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Bid[s] of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Government, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s Bid[s] for the Project[s] and/ or upon award thereof till the Concession Agreement is entered into with the Government.

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/ Joint Venture.

IN WITNESS WHEREOF WE THE JOINT VENTURE ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF20.....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX IV: Joint Bidding Agreement

Joint Bidding Agreement

(Refer Clause 2.2.6 (A))

(In India, to be executed on Stamp paper of appropriate value; outside India, to be executed according to equivalent local practice)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of20.....

AMONGST

1..... Limited, a company incorporated under [the Companies Act, 2013/1956 or mention the equivalent act of the jurisdiction of its incorporation] 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, 2013/1956 or mention the equivalent act of the jurisdiction of its incorporation] 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)

AND

3..... Limited, a company incorporated under [the Companies Act, 2013/1956 or mention the equivalent act of the jurisdiction of its incorporation] and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

WHEREAS,

A. THE Roads and Buildings Department of State of Gujarat, represented by the Principal Secretary to the Government having its office at 2nd Floor, Block No 14, Sachivalaya Gandhinagar (Gujarat) 382010 (hereinafter referred as the

“**Government**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Qualification No. dated (the “**RFQ**”) for qualification of bidders for development and operation/maintenance of **** Project (the “**Project**”) through public private partnership.

- B. The Parties are interested in jointly bidding for the Project as Members of a Joint Venture and in accordance with the terms and conditions of the RFQ and other bid documents in respect of the Project, and
- C. It is necessary condition under the RFQ that the Members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) 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 Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly or through any of their Subsidiaries.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Government and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Technical Member of the Joint Venture;}

(c) Party of the Third Part shall be {the Financial Member of the Joint Venture; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till the end of Concession Period under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that, the Parties of the First, Second and Third, whose Eligible Experience and Net Worth have been reckoned for the purposes of Qualification of Applicants for the Project(s) in terms of the RFQ, shall each hold equity in the SPV being not less than:

(i) 26% (twenty six percent) of the SPV's subscribed and paid up equity share capital, and

(ii) 5% of the Total Project Cost, at all times till the end of the Concession Period.

6.3 However, any of such Members as mentioned in Clause 6.2 above, except the Lead Member, may, with the prior approval of the Government in writing, reduce its shareholding below 10 % (ten percent) of the subscribed and paid up equity share capital of the SPV and 5 % (five percent) of the Total Project Cost, after a period of 2 (two) years from the date of commercial operation of the Project, subject to the O&M Member continuing to hold not less than 10% of the subscribed and paid up equity share capital of the SPV till the end of the Concession Period.

6.4 The Parties undertake that notwithstanding Clause 6.3, they shall collectively (with each member holding at least 1 equity share) hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the end of the Concession Period. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

- 6.5 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten percent) of the subscribed and paid up equity shares in the SPV⁴² till the end of Concession Period in terms of 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 Government 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 Government to execute this Agreement on behalf of the Joint Venture 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 authorization, approval, judgment, 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

⁴² Add further conditions relating to the O&M Member, if any.

- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of Concession Period under and in accordance with the Concession Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the Bid Security by the Government 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 Government.

10. Counterparts

- 10.1 This agreement is made in 3 counterparts, each of which is an original to be retained by each of the parties and one of which is to be submitted with the Application.

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: SECOND PART

(Signature)(Signature)

(Name)(Name)

(Designation)(Designation)

(Address)(Address)

SIGNED, SEALED AND DELIVERED
SIGNED, SEALED AND
DELIVERED

For and on behalf of For and on behalf of

THIRD PART

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 Government to execute this Agreement on behalf of the Joint Venture 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.
4. All members constituting the Joint Venture shall be parties to this Agreement.

APPENDIX V: List of Public Financial Institutions

List of Public Financial Institutions

(Refer Clause 2.2.1(f) (i))

For the purposes of specific sections of the Companies Act, 2013 and 1956 respective listing as per Government of India be referred. Only for the purpose of appreciation previous listing is provided as the following institutions have been declared as Public Financial Institutions:

- (i) The Industrial Credit and Investment Corporation of India Limited, a company formed and registered under the Indian Companies Act, 1913 ;
- (ii) The Industrial Finance Corporation of India, established under section 3 of the Industrial Finance Corporation Act, 1948;
- (iii) The Industrial Development Bank of India, established under section 3 of the Industrial Development Bank of India Act, 1964;
- (iv) The Life Insurance Corporation of India, established under section 3 of the Life Insurance Corporation Act, 1956.;
- (v) The Unit Trust of India, established under section 3 of the Unit Trust of India Act, 1963.
- (vi) The Infrastructure Development Finance Company Limited, a company formed and registered under the Companies Act, 1956.
- (vii) The Industrial Reconstruction Corporation of India;
- (viii) The General Insurance Corporation of India;
- (ix) The National Insurance Company Limited;
- (x) The New India Assurance Company Limited;
- (xi) The Oriental Fire and General Insurance Company Limited;
- (xii) The United Fire and General Insurance Company Limited;
- (xiii) Tourism Finance Corporation of India Limited;
- (xiv) IFCI Venture Capital Funds Limited;
- (xv) Technology Development and Information Company of India Limited;
- (xvi) Power Finance Corporation Limited;
- (xvii) National Housing Bank;

- (xviii) Small Industries Development Bank of India;
- (xix) Rural Electrification Corporation Ltd.;
- (xx) Indian Railway Finance Corpn. Ltd.;
- (xxi) Industrial Finance Corporation of India Ltd.;
- (xxii) Andhra Pradesh State Financial Corporation;
- (xxiii) Assam Financial Corporation;
- (xxiv) Bihar State Financial Corporation;
- (xxv) (Delhi Financial Corporation;
- (xxvi) Gujarat State Financial Corporation;
- (xxvii) Haryana Financial Corporation;
- (xxviii) Himachal Pradesh Financial Corporation;
- (xxix) Jammu & Kashmir State Financial Corporation;
- (xxx) Karnataka State Financial Corporation;
- (xxxi) Kerala Financial Corporation;
- (xxxii) Madhya Pradesh Financial Corporation;
- (xxxiii) Maharashtra State Financial Corporation;
- (xxxiv) Orissa State Financial Corporation;
- (xxxv) Punjab Financial Corporation;
- (xxxvi) Rajasthan Financial Corporation;
- (xxxvii) Tamilnadu Industrial Development Corporation Limited;
- (xxxviii) National Bank for Agriculture & Rural Development (NABARD);
- (xxxix) National Co-operative Development Corporation (NCDC);
- (xl) National Dairy Development Board; (NDDB)
- (xli) Pradeshiya Industrial and Investment Corporation of U.P. Limited;
- (xlii) Rajasthan State Industrial Development and Investment Corporation Limited;
- (xliii) SICOM Limited;
- (xliv) West Bengal Industrial Development Corporation Limited; (WBIDC)
- (xlv) Tamil Nadu Industrial Development Corporation Limited;

- (xlvi) Punjab State Industrial Development Corpn. Ltd. (PSIDC);
- (xlvii) EDC Limited;
- (xlviii) Tamil Nadu Power Finance and Infrastructure Development Corporation Ltd.;
- (xlix) Tamil Nadu Urban Finance and Infrastructure Development Corporation Limited;
- (l) Kerala Power Finance Corporation Limited;
- (li) Kerala State Power & Infrastructure Finance Corporation Limited.

APPENDIX VI: PROJECT INFORMATION MEMORANDUM

PROJECT INFORMATION MEMORANDUM

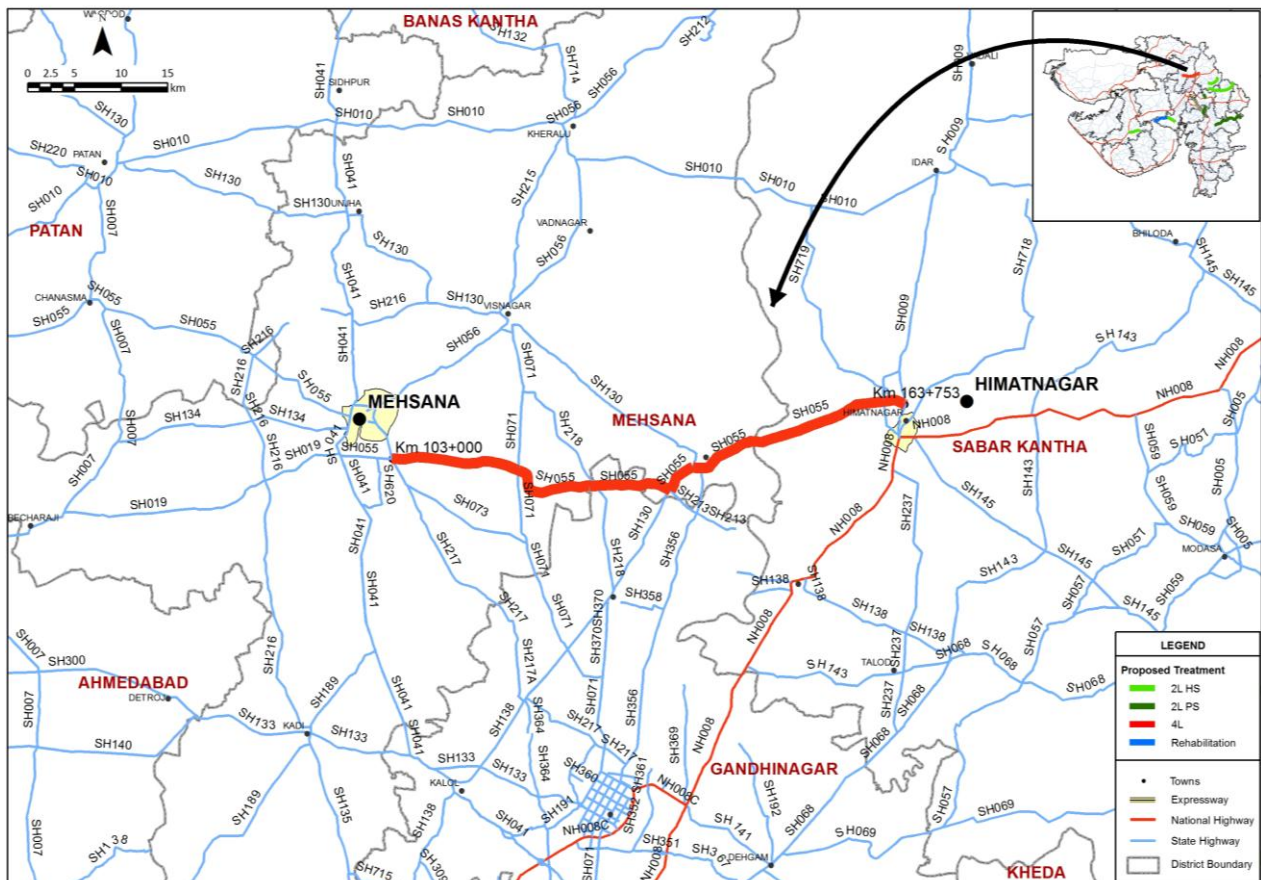
Project :

The project road Mehsana to Himatnagar is part of SH-55 is subdivided into two links (an Index map is at Appendix I) for the purposes of this project. The project road starts at km 103+000 and ends at km 169+752. The lengths (design) of the project road links are given in Table below:

Links	From	To	Length (km)
1	103+000	135+250	32.250
2	135+250	163+752	28.502
		Total	60.752

The Project involves Reconstruction to 4-lane standard, Financing, Operation and Maintenance of existing State Highway (SH 55) from Mehsana to Himatnagar (the “Project Highway”) from km 103+000 and ends at km 169.752on BOT (Annuity) Basis in the State of Gujarat. The Project Corridor passes through urban/semi urban areas of Vijapur and Vasai.

Project Location Map



Scope:

The scope of work will broadly include, Design, Build, Finance, Operate, Maintain and Transfer of the existing State Highway to two/four-lane standard by improving horizontal and vertical alignments, construction of new pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, drains, road and environment safety and the operation and maintenance thereof.

- Length of the road : 60.75 Km
- Estimated project cost : Rs. 3342.80 Million
(Includes Construction cost, financing costs, physical and price contingencies)
- Contract Agreement: Concession Agreement
- Concession Period : 12 years (2 years, construction. & 10 years O&M period)
- To widen existing road width from two lane to divided four lane with hard shoulder within available ROW i.e. 30 m.
- The part of Vijapur section is proposed to be six laning.
- The median width is restricted to 0.8 m with crash barrier and without kerb.
- There is one additional major bridge proposed to be constructed across the river Sabarmati, Seven minor bridges are to be widened, three minor bridges are proposed to be replaced with new structure. There are also 50 culverts proposed to be repaired, widened or replaced with new structure or provide additional culverts.
- The road safety measures such as pedestrian crossing, warning signs, markings, footpaths, rumble strips, guard rails, bus shelters, parking spaces, limiting curve improvement within ROW.
- Major 8 and Minor 50 junctions are proposed to be improved.
- A section of Himmatnagar to Vijapur about 23 Km. length is to be developed as green highway which includes tree cutting and tree transplantation, use of renewable energy (solar) for street lights, pavement recycling, use of Warm Mix Asphalt (WMA), cattle crossing and solid waste management.
- Enhancement measures at Baleswar Mahadeva temple and Chikotar Mataji temple.
- Bus Bays: 33 Existing and 56 New.
- **Land acquisition:** There is 6.64 hectare private and government land is involved for entire length of corridor. Out of this 2.76 hectare private land is involved. Out of this 2.76 hectare private land, 0.02 hectare land is in Gandhinagar district and for this section-9 has been published, 2.56 hectare land is in Sabarkatha district and for this section-4 has been published and 0.18 hectare land is in Mehsana district LAQ proposal is with collector Mehsana for approval of section-4.
- **Procurement of Site** : Project Site shall be handed over to the Concessionaire in phases as below:
 - (i) 50% of the Site on or before the Appointed Date; &
 - (ii) the balance Site within 6 months of the Appointed Date.

- Provided that each such part of the Site, as given hereinabove, shall be in continuous stretches of at least 10 Kms. Provided further that the number of stretches in each such part shall not be more than 3.
- **Payment terms** : The Concessionaire will be paid
 - (a) lump sum 40% of the Estimated Construction Cost during the Construction Period to be paid in the manner to be specified by the Government in the draft Concession Agreement; and
 - (b) the Annuity (fixed semi-annual payments) as quoted by the Bidder and accepted by the Government will be paid in the manner to be specified in the Concession Agreement.
- **R&R activities for the Concessionaire** : As a part of the Resettlement Action Plan and the R&R Policy of the project , the Concessionaire has to ensure the following :
 - During implementation of work if the concessionaire causes any damage or acquires land, the persons affected have to be compensated according to the Project R&R Policy.
 - The Concessionaire has to give preference to hiring people (in construction activities) who have been affected by the project, especially those losing their livelihood, provided they have the necessary skills.
 - Concessionaire has to allow for HIV/AIDS campaign and other related health awareness activities which will be carried out for implementation of the Resettlement Action Plan.
- **Environmental Clearances** :
 - The Government shall procure required environmental clearances from under the purview of EIA notification and its amendments from the respective authorities. Consent under Air (Control and Prevention of Pollution) Act and Water (Control and Prevention of Pollution) Act from Gujarat State Pollution Control Board shall be procured by the Government. Tree cutting and forest land diversion within Project Site shall be the responsibility of Government.
 - The Concessionaire shall abide by all the existing guidelines and policies of the State and the Central Government with respect to environmental protection.

The scope of work will broadly include, Design, Build, Finance, Operate, Maintain and Transfer of the existing State Highway to two/four-lane standard by improving horizontal and vertical alignments, construction of new pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, drains, road and environment safety and the operation and maintenance thereof

- Length of the road : 60.75 Km
- Estimated project cost : Rs. 3342.80 Million
(Includes Construction cost, financing costs, physical and price contingencies)
- Contract Agreement: Concession Agreement
- Concession Period : 12 years (2 years, construction. & 10 years O&M period)
- Carriage way: 4 lane / 6 lane Flexible pavement with paved shoulders
- Major bridges: 1 Nos.
- Minor bridges : 12 Nos.
- Culverts:
 - Hume Pipe culverts – 9 New. 2 Repair, 25 Repair/Retain and Widen
 - RC Box – 1 Retain, 3 Retain and Widen
 - RC Slab – 1 Retain and Widen Nos.
- Bus Bays: 33 Existing and 56 New
- Land Acquisition : Any land required for construction of the Project Highway as per DPR designs is acquired by the Government and made available to the Concessionaire as per the terms of Agreement.
- Procurement of Site :: Project Site shall be handed over to the Concessionaire in phases as below:
 - (i) 50% of the Site on or before the Appointed Date; &
 - (ii) the balance Site within 6 months of the Appointed Date.
 - Provided that each such part of the Site, as given hereinabove, shall be in continuous stretches of at least 10 Kms. Provided further that the number of stretches in each such part shall not be more than 3.
- Payment terms : The Concessionaire will be paid
 - (a) lump sum 40 % of the Estimated Construction Cost during the Construction Period to be paid in the manner to be specified by the Government in the draft Concession Agreement; and
 - (b) the Annuity (fixed semi-annual payments) as quoted by the Bidder and accepted by the Government will be paid in the manner to be specified in the Concession Agreement.
- R&R activities for the Concessionaire : As a part of the Resettlement Action Plan and the R&R Policy of the project , the Concessionaire has to ensure the following :
 - During implementation of work if the concessionaire causes any damage or acquires land, the persons affected have to

- be compensated according to the Project R&R Policy.
 - The Concessionaire has to give preference to hiring people (in construction activities) who have been affected by the project, especially those losing their livelihood, provided they have the necessary skills.
 - Concessionaire has to allow for HIV/AIDS campaign and other related health awareness activities which will be carried out for implementation of the Resettlement Action Plan.
- Environmental Clearances :
 - The Government shall procure required environmental clearances from under the purview of EIA notification and its amendments from the respective authorities. Consent under Air (Control and Prevention of Pollution) Act and Water (Control and Prevention of Pollution) Act from Gujarat State Pollution Control Board shall be procured by the Government. Tree cutting and forest land diversion within Project Site shall be the responsibility of Government.
 - The Concessionaire shall abide by all the existing guidelines and policies of the State and the Central Government with respect to environmental protection.