



Request for Proposals

For

RSHIP Package-02: Development and Maintenance of Barmer – Sindari - Jalore section of SH-16 and Ahore – Bali - Mundra (Sanderao to Mundra) section of SH-16 (Total length: 178 Km) under Design, Build, Operate/ Maintain and Transfer on Annuity Mode

**Public Works Department
Government of Rajasthan**

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Request for Proposals (RFP)

**Public Works Department
Government of Rajasthan**

LETTER OF INVITATION

Dated *****

To,

Sub: RFP for RSHIP Package-2 Highway Project

Dear Sir,

Pursuant to your application in response to our Request for Qualification for the above said project (the “**RFQ**”), you were qualified as a Qualified Applicant, and asked vide our letter dated ***** to remit the fee for RFP document (the “**RFP**”) within a week. We acknowledge your remittance of Rs. 50,000 (Rs. fifty thousand only) or USD 800 (US Dollar eight hundred) as the cost of procuring the RFP documents, which are enclosed.

You are requested to participate in the Bid Stage and submit your financial proposal (the “**Bid**”) for the aforesaid project in accordance with the RFP.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Signatory)

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Qualified Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Authority (as defined in clause 1.1.1 below) or any of their employees or advisors, is provided to Qualified Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer by the Authority to the prospective Qualified Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to the RFP. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Qualified Applicant should, therefore, conduct its own investigations and analysis and obtain independent advice from appropriate sources, for taking participation in the bidding process.

Information provided in this RFP to the Qualified 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 Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Qualified Applicant, 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 RFP.

The issue of this RFP does not imply that the Authority is bound to appoint the Selected Qualified Applicant or the Concessionaire, as the case may be, for the Project[s] and the Authority reserves the right to reject all or any of the Applications or Bids without incurring any liabilities to Applicants or Qualified Applicants.

Glossary

Authority	As defined in Clause 1.1.1
ADB	the Asian Development Bank
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
Borrower	As defined in Clause 1.1.1
BOT	Build, Operate and Transfer
Concession	As defined in Clause 1.1.5
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.14
Damages	As defined in Clause 2.1. 14
DBOT	As defined in Clause 1.1.1
Demand Draft	As defined in Clause 2.20.2
Estimated Project Cost	As defined in Clause 1.1.4
Feasibility Report	As defined in Clause 1.2.3
Government	Government of Rajasthan
LOA	As defined in Clause 3.3.5
Lowest Evaluated Qualified Applicant	As defined in Clause 1.2.6
Member	Member of a Joint Venture
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Project Cost	As defined in Clause 1.2.6
Project Completion Cost	As defined in Clause 1.2.10
Qualification Stage	As defined in Clause 1.2.1
Qualified Applicants	As defined in Clause 1.2.2
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
RFQ	As defined in Clause 2.1.2
Selected Qualified Applicant	As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove. The words and expressions beginning with capital letters and not defined herein, but

defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Invitation for Proposals

Public Works Department

1. INTRODUCTION^S

1.1 Background

1.1.1 The Government of Rajasthan, through the Government of India (the “**Borrower**”), has applied for a loan from the ordinary capital resources of the Asian Development Bank (the “**ADB**”) towards the cost of the Rajasthan State Highway Investment Program, and it is intended that the proceeds of this loan will be applied to partially finance payments to be made under the Concession Agreement for which this Request for Proposals has been issued. The terms and conditions of payments by ADB shall be subject to the terms and conditions of the Loan Agreement between ADB and the Borrower including the ADB’s Procurement Guidelines 2015, as amended from time to time (the “**Procurement Guidelines**”). Except as ADB may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

The Rajasthan Public Works Department, having its principal offices at Jacob Road, Civil lines, Jaipur-302006 (the “**Authority**”), is engaged in the development of state highways and as part of this endeavour, the Authority has decided to undertake development, operation and maintenance of the Package-2 (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Operate and Transfer (the “**DBOT**”) basis, and has, therefore, decided to carry out the bidding process for selection of the Selected Qualified Applicant to whom the Project may be awarded.

The Authority has decided to carry out the Bidding Process for the selection of the Qualified Applicant to whom the Project may be awarded. The bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the Procurement Guidelines, and is open to all Qualified Applicants from eligible source countries as defined in the Procurement Guidelines. List of eligible countries are provided in the Appendix-V annexed herein. Brief particulars of the Project are as follows:

Name of the Project	Length Estimated (in Km)	Project Cost in Rs. cr.)
Barmer-Sindari- Jalore section of SH 16	148	320
Ahore- Bali- Mundra (Sanderao to Mundra) section of SH 16	30	74
Total RSHIP Package-2	178	394

- 1.1.2 The Selected Qualified Applicant, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Qualified Applicant and the Authority in the form provided by the Authority as part of the Bidding Documents as hereinafter defined.
- 1.1.3 The scope of work will broadly include rehabilitation, upgradation and widening of the existing carriageway, rehabilitation of existing pavement, construction and/ or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, etc. and the management, operation and maintenance thereof.[§]
- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in Clause 1.1.1 above, includes the estimated construction cost, the financing costs, and physical and price contingencies. The assessment of actual costs, however, will have to be made by the Qualified Applicants.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).

After due process of bidding as described in subsequent paragraphs, the Concession Agreement will be executed between the Authority and the Selected Qualified Applicant.

- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Qualified Applicant about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions,

[§] **Instructions for Qualified Applicants**

Note 1: The provisions in curly brackets shall be suitably modified by the Qualified Applicants after the RFP is issued. (See Appendix-VI)

Note 2: Blank spaces contain formats that are to be used by the Qualified Applicants after the RFP is issued. (See Appendix-VI)

Note 3: Footnotes marked “\$” in the relevant Clauses of the RFP are for guidance of the Qualified Applicants. In case of

Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Qualified Applicants while submitting their respective Bid. (See Appendix-VI)

conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage bidding process⁵ (collectively referred to as the “**Bidding Process**”) for selection of the Qualified Applicant for award of the Project. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested parties / Joint Venture or Intended Joint Venture who make an Application in accordance with the provisions of RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Joint Venture or Intended Joint Venture).

The RFP shall be issued to the Applicants, who have been qualified by the Authority for participation in this second stage of the Bidding Process (the “**Bid Stage**”) comprising Request for Proposals, upon payment of a non-refundable fee of INR 50,000/- (Rupees fifty thousand) or US\$ 800 (inclusive of taxes, if any] towards the cost of the RFP document. The method of payment will be through Demand Draft payable at Jaipur in favour of “Project Implementation Unit, PPP-1, PWD Jaipur”. The Qualified Applicants can download the RFP document from the Authority’s web site; in such case, such Applicants shall submit the Demand Draft of INR 50,000 (US \$ 800) along with the submission of Bid. Qualified Applicants can also view the RFP document from the Authority’s website www.pwd.rajasthan.gov.in.

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 Project and other related statutory Acts and policies of the Government of India and Government of Rajasthan. The Authority shall provide land free of encumbrances as specified in RFP and the Concessionaire shall be required to maintain the land in terms of the RFP.

⁵ This two stage bidding process has meaning elaborating hereunder and is different with the two-stage bidding process normally defined in ADB-funded project.

The Authority shall appoint a consultant engineering firm to be the independent consultant under the Concession Agreement (the “**Independent Engineer**”).

- 1.2.2 In the Bid Stage, the aforesaid Qualified Applicants, including their successors, (the “**Qualified Applicants**”, which expression shall, unless repugnant to the context, include the Members of the Joint Venture are being called upon to submit their financial offers (the “**Bids**”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Feasibility Report prepared by the consultants of the Authority (the “**Feasibility Report**”) is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 All Qualified Applicants shall furnish, as part of its Bid, in original form, a bid security in terms of Clause 2.20 (“**Bid Security**”). The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 During the Bid Stage, Qualified Applicants are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.6 Bids are invited for the project cost required by a—Qualified Applicant for implementing the Project (the “**Project Cost**”). The Project Cost so quoted shall be adjusted on a monthly basis to reflect the variation in Price Index. The Project Cost shall be inclusive of the cost of construction, interest during construction, working capital, physical contingencies and all other costs, expenses and charges for and in respect of construction of the Project. The Concessionaire shall, in consideration of its investment and services, be entitled to reimbursement of:
 - (i) 50% (fifty per cent) of the Project Cost, adjusted for the Price Index Multiple, shall be due and payable to the Concessionaire in five equal installment of 10% (ten percent) during the Construction Period in terms of clause 23.3.1 of the draft Concession Agreement; and
 - (ii) The remaining 50% (fifty per cent) of the Project Completion Cost together with the operation and maintenance payment shall be due and payable in 20 (twenty) biannual instalments commencing from the 180th (one hundred and eightieth) day of COD along with interest thereon in terms of Clause 23.6.2 of the draft Concession Agreement.

The Concessionaire is not entitled to levy and collect toll. The Government may procure a toll collecting agency separately. The revenues from the tolling of the

Project, if any, at the sole discretion of the Government, will accrue to the Government.

In this RFP, the term “**Lowest Evaluated Qualified Applicant**” shall mean the Qualified Applicant who is offering the lowest Project Cost for implementing the Project. The concession period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the Project Cost shall constitute the sole criteria for evaluation of Bids.

Subject to the provisions of Clause 2.16, the Project shall be awarded to the Lowest Evaluated Qualified Applicant.

The Letter of Award (the “**LOA**”) shall be issued within the Bid Validity Period by the Authority to the Qualified Applicant who has quoted the lowest Project Cost (the “**Lowest Evaluated Qualified Applicant**”), who shall be determined by the Authority through evaluation and comparison of Bids. The Lowest Evaluated Qualified Applicant shall give its acceptance to the LOA within 7 days from issuance of LOA and further agree to enter into the Concession Agreement within 45 (forty five) days from the date of acceptance of the LOA. The Lowest Evaluated Qualified Applicant who has entered into the Concession Agreement shall, for the performance of its obligations under the Concession Agreement provide to the Authority a performance security, according to the terms and conditions set out in the Concession Agreement.

- 1.2.7 Generally, the Lowest Evaluated Qualified Applicant shall be the Selected Qualified Applicant. The Authority may however go to the second ranking Qualified Applicant, or to the other Qualified Applicants based on their respective ranking, subject to prior ADB approval, and in accordance with the process specified in Clause 3 of this RFP, in case the Lowest Evaluated Qualified Applicant withdraws or is not selected for any reason.
- 1.2.8 Details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/ courier/ special messenger and by e-mail so as to reach the officer designated in Clause 2.11.5 by the specified date. The envelopes/ communication shall clearly bear the following identification/ title:
“Queries/Request for Additional Information: RFP for Package-2 Highway Project”.
- 1.2.10 Project Completion Cost is an amount equal to the product of Project Cost and the price Index multiple applicable as on Commercial Operation Date (COD) shall be deemed to be the Cost of Project as on COD as also explained in Clause 23.6 of DCA.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries	05.09.2016
2.	Pre-Bid Conference	09.09.2016
3.	Authority response to queries latest by	16.09.2016
4.	Bid Due Date	26.09.2016 up to 11:00 AM
5.	Opening of Bids	On Bid Due Date at 11:30 AM
6.	Letter of Award (LOA)	Within 30 days of Bid Due Date
7.	Validity of Bids	120 days of Bid Due Date
8.	Signing of Concession Agreement	Within 45days of award of LOA

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: 09.09.2016

Time: 1100 hrs

Venue: Conference Hall, PPP Division, Chief Engineer's Office, Public Works Department, Jacob Road, Civil Lines, Jaipur-302006.

2. INSTRUCTIONS TO QUALIFIED APPLICANTS

A. GENERAL

2.1. General terms of Bidding

- 2.1.1 No Qualified Applicant shall submit more than one bid for the Project. No Joint Venture Member shall be entitled to submit another bid either individually or as a member of another Joint Venture.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the “**RFQ**”) shall have the meaning assigned thereto in the RFQ.
- 2.1.3 The Feasibility Report of the Project is being provided only as a preliminary reference document by way of assistance to the Qualified Applicants who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report shall be binding on the Authority nor confer any right on the Qualified Applicants, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Qualified Applicant hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Bid should be furnished in the format at Appendix–I, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Qualified Applicant’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

Qualified Applicants expecting to incur expenditures in other currencies for inputs to the works supplied from outside the Authority’s country and wishing to be paid accordingly may indicate up to three foreign currencies in the Bid to be furnished in format at Appendix-I.

Foreign currency requirements indicated by the Qualified Applicants in the Para 26 of Appendix I, shall include but not limited to the specific requirements for (a) expatriate staff and labor employed directly on the works; (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses; (c) imported materials, both temporary and permanent, including fuels, oil, and lubricants required for the works; (d) depreciation and usage of

imported plant and contractor's equipment, including spare parts, required for the works; (e) foreign insurance and freight charges for imported materials, plant and contractor's equipment, including spare parts; and (f) overhead expenses, fees, profit, and financial charges arising outside the Authority's country in connection with the works.

The rates of exchange to be used by the Qualified Applicants for currency conversion during the Bid preparation shall be the selling rates of similar transactions prevailing on the date 28 days prior to the Bid Due Date as published by the Reserve Bank of India. If exchange rates are not so published for certain currencies, the Qualified Applicant shall state the rates used and the source. Qualified Applicants should note that for the purpose of payments, the exchange rates published by the Reserve Bank of India as the selling rates prevailing 28 days prior to the deadline for submission of Bids shall apply for the duration of the Concession Agreement so that no currency risk is borne by the Qualified Applicant.

- 2.1.6 The Bid shall consist of a Project Cost for implementing the Project, to be quoted by the Qualified Applicant. The Project Cost shall be payable by the Authority to the Concessionaire as per the terms and conditions of this RFP and the provisions of the Concession Agreement.
- 2.1.7 The Qualified Applicant shall deposit the Bid Security in accordance with Clause 2.20 of this RFP.
- 2.1.8 The Bid Security of unsuccessful Qualified Applicants shall be returned as per the provisions of Clause 2.20.4 of this RFP. In the case of the Selected Qualified Applicant, its Bid Security shall be returned in accordance with the clause 2.20.5 of this RFP.
- 2.1.9 The Qualified Applicant should submit a Power of Attorney as per the format at Appendix–III, authorising the signatory of the Bid to commit the Qualified Applicant.
- 2.1.10 In case the Qualified Applicant is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix–IV.
- 2.1.11 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.13 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are

transmitted to the Qualified Applicants solely for the purpose of preparation and the submission of a Bid in accordance herewith. Qualified Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Qualified Applicants and the Authority will not return to the Qualified Applicants any Bid, document or any information provided along therewith.

2.1.14 A Qualified Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Qualified Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Qualified Applicant’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Qualified Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Qualified Applicant, or influence the decisions of the Authority regarding this bidding process; or
- (g) A Qualified Applicant was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Authority as independent engineer for the Project

- (e) A Qualified Applicant participates in more than one Bid in this Bidding Process, either individually or as a member in a Joint Venture, This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a Conflict of Interest in terms of 4.4(a)–(d) above, this does not limit the participation of a Qualified Applicant as a subcontractor in another bid or of a firm as a subcontractor in more than one bid; or
- (f) A Qualified Applicant or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the works, plant and services that are the subject of the RFP.

2.1.15 Deleted.

2.1.16 This RFP is not transferable.

2.1.17 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Change in composition of the Joint venture

- (A) Having Qualified Applicants on the basis of, among other things, their Technical and Financial Capacity and, the structure of their Joint Venture or Intended Joint Ventures, the Authority 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 Authority prior to the Bid Due Date. Such approval shall be denied in the Authority'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 of the RFQ or if in the opinion of the Authority, a substantial reduction in competition may result. Further, change in the composition of a Joint Venture or Intended Joint Venture may be permitted by the Authority, only where (a) The Lead Member continues to be the Lead Member of the Joint Venture or Intended Joint Venture; (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 or Intended Joint Venture Member who is sought to be substituted and the modified Joint Venture or Intended Joint Venture shall continue to meet the qualification criteria for Applicants;
- (B) Qualified Applicants shall submit requests for changes in the structure or formation of the Joint Venture or Intended Joint Venture to the Authority not later than 28 (twenty eight) days prior to Bid Due Date, as specified in Clause 1.3 of RFP.

The authority shall convey its decision on such request not later than 14(fourteen) days prior to Bid Due Date. The Qualified Applicant shall, after approval of change in structure by the Authority, submit to the Authority, a revised Joint Bidding Agreement as specified in Clause 2.2.6 (g) of RFQ.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Qualified Applicant acknowledges that it was pre-qualified on the basis of Technical Capacity and Financial Capacity of those Members of Joint Venture or Intended Joint Venture who shall, until the 2nd (second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. The Qualified Applicants further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Qualified Applicant is a Joint Venture or Intended Joint Venture.

2.3.2 By submitting the Bid, the Qualified Applicants shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member of Joint venture or intended joint venture whose Technical Capacity and/ or Financial Capacity was taken into consideration RFQ for the purposes of pre-qualification under and in accordance with the RFQ, the Qualified Applicants shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Qualified Applicant or withdraw the LOA from the Selected Qualified Applicants, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Cost of Bidding

The Qualified Applicants shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority 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 information

2.5.1 Qualified Applicant are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, 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.

2.5.2 It shall be deemed that by submitting a Bid, the Qualified Applicant has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning

or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Qualified Applicant in response to the RFQ, the RFP or the Bidding Documents and the Qualified Applicant shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification by the Authority shall not relieve the Qualified Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Qualified Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Qualified Applicant. If the Qualified Applicant is a Joint Venture or Intended Joint Venture, then the entire Joint Venture or intended Joint Venture and each Member may be disqualified/rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Evaluated Qualified Applicant gets disqualified / rejected, then the Authority reserves the right to

- (i) invite the second ranking Qualified Applicant in accordance with clause 3.3.3 or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 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 subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Qualified Applicant, or the Qualified Applicant has made material misrepresentation or has given any materially incorrect or false information, the Qualified Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Qualified Applicant has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be

terminated, by a communication in writing by the Authority to the Selected Qualified Applicant or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Qualified Applicant or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Qualified Applicant
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Joint venture
- V. List of eligible member countries
- VI. List of Bid-Specific Clauses

2.7.2 The draft Concession Agreement and the Feasibility Report provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Qualified Applicants requiring any clarification on the RFP may notify the Authority in writing by speed post/ courier/ special messenger and by e-mail in

accordance with Clause 1.2.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Qualified Applicants without identifying the source of queries.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Qualified Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Qualified Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Qualified Applicant, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Qualified Applicants.

2.9.3 In order to afford the Qualified Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.^{\$}

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Qualified Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

^{\$} While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Qualified Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.10.2 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Qualified Applicant who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Qualified Applicant shall submit the Bid in the format specified at Appendix-I, and seal it in an envelope and mark the envelope as “BID”.

2.11.2 The documents accompanying the Bid shall be placed in a separate envelope and marked as “Enclosures of the Bid”. The documents shall include:

- (a) Bid Security in the format at Appendix–II;
- (b) Power of Attorney for signing of Bid in the format at Appendix–III;
- (c) If applicable, the Power of Attorney for Lead Member of Joint Venture in the format at Appendix–IV; and
- (d) A copy of the Concession Agreement with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (b) hereinabove.

2.11.3 A true copy of the documents accompanying the Bid, as specified in Clause 2.11.2 above, shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorised signatory of the Qualified Applicant. This copy of the documents shall be placed in a separate envelope and marked “Copy of Documents”.

2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

“Bid for the Package-2 Highway Project”

and shall clearly indicate the name and address of the Qualified Applicant. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.5 Each of the envelopes shall be addressed to:

ATTN. OF:	Shri Anoop Kulshreshtha
DESIGNATION	Addl. Chief Engineer (PPP)

ADDRESS: Public Works Department, Jacob Road,
Civil Lines ,Jaipur-302006

E-MAIL ADDRESS aceppp.pwd@rajasthan.gov.in

- 2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Qualified Applicant.
- 2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date

- 2.12.1 Bids should be submitted before 1100 hours IST on the Bid Due Date at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.5.
- 2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Qualified Applicant.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Contents of the Bid

- 2.14.1 The Bid shall be furnished in the format at Appendix–I and shall consist of a Project Cost to be quoted by the Qualified Applicant for implementing the Project. The Qualified Applicant shall specify (in Indian Rupees) the Project Cost required by him to undertake the project in accordance with this RFP and the provisions of the Concession Agreement.
- 2.14.2 Generally, the Project will be awarded to the Lowest Evaluated Qualified Applicant.
- 2.14.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.14.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

- 2.15.1 The Qualified Applicant may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall

be modified, substituted or withdrawn by the Qualified Applicant on or after the Bid Due Date.

- 2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

- 2.16.1 Notwithstanding anything contained in this RFP, The Authority reserves the right to accept or reject any Bid, and to annul the Bidding Process and reject all Bids at any time prior to award the Project, without thereby incurring any liability to Qualified Applicants. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Qualified Applicants.
- 2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Qualified Applicants and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the-Qualified Applicant

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Qualified Applicant in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

2.20.1 The Qualified Applicants shall furnish as part of its Bid, a Bid Security of Rs. 394 Lakh (Rupees Three Hundred and Ninety Four Lakh only) or USD 656,667 (US Dollar Six Hundred Fifty Six Thousand Six Hundred and Sixty Seven only) in the form of a bank guarantee acceptable to the Authority issued by a Scheduled Bank in India in favour of the Authority in the format provided in Appendix-II (the “**Bank Guarantee**”). The validity period of the Bank Guarantee shall not be less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and which may be extended as may be mutually agreed between the Authority and the Qualified Applicant from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any scheduled bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Project Implementation Unit, PPP-1, PWD Jaipur and payable at Jaipur (the “**Demand Draft**”). Where a Demand Draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date. The Authority shall encash the Demand Draft and deposit the funds in its designated bank account. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.20.4 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Qualified Applicants will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Qualified Applicant or when the Bidding process is cancelled by the Authority, where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Qualified Applicant (s). Qualified Applicants may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Qualified Applicant and shall be mailed to the address given on the Bid.

- 2.20.5 The Selected Qualified Applicant's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.7 herein below. The Qualified Applicant by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Qualified Applicant during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Qualified Applicant.
- 2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if
- (a) a Qualified Applicant engages in a corrupt practice, fraudulent practice, coercive practice, collusive practice, integrity violation or obstructive practices as specified in Clause 4 of this RFP;
 - (b) a Qualified Applicant withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Qualified Applicant (s) and the Authority;
 - (c) the Selected Qualified Applicant fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.
 - (d) the Selected Qualified Applicant, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Bids at 1130 hours on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Qualified Applicants who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Qualified Applicant regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:
- (a) it is received as per the format at Appendix–I;
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11;
 - (d) it is accompanied by the Bid Security as specified in Clause 2.1.7;
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.9 and 2.1.10, as the case may be;
 - (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Qualified Applicant to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

3.3 Selection of Qualified Applicant

3.3.1 Subject to the provisions of Clause 2.16.1, the Qualified Applicant whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest Project Cost for implementing the Project shall ordinarily be declared as the selected Qualified Applicant (the “**Selected Qualified Applicant**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Qualified Applicants to submit fresh Bids hereunder.

3.3.2 Deleted

3.3.3 In case such Lowest Evaluated Qualified Applicant withdraws or is not selected for any reason, the Authority may award the Project to the substantially responsive Qualified Applicant quoting the second lowest Project Cost, subject to prior ADB approval. The Authority shall, in its discretion, also be entitled to annul the Bidding Process.

3.3.4 Deleted

3.3.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Qualified Applicant and the Selected Qualified Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Qualified Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Qualified Applicant as Damages on account of failure of the Selected Qualified Applicant to acknowledge the LOA, and the next eligible Qualified Applicant may be considered.

3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Qualified Applicant, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Qualified Applicant shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Qualified Applicants. While the Bids are under consideration, Qualified Applicants and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from

contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 ADB's Anticorruption Policy requires the Borrower (including beneficiaries of ADB-financed activity), as well as Qualified Applicants, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts:

In pursuance of this policy, ADB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means 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) "coercive practice" means 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;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "integrity violation" means any act, as defined under ADB's Integrity Principles and Guidelines, which violates ADB's Anticorruption Policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice;
 - (vi) "obstructive practice" means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an OAI investigation; (d) 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 materially impeding ADB's contractual rights of audit or access to information.

- (b) will reject a proposal for award if it determines that the Qualified Applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Project;
- (c) will cancel the portion of the financing allocated to a project if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that project, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will sanction impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, or administered or supported activities or to benefit from an ADB-financed, administered or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conference(s) of the Qualified Applicants shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid Conference(s). A maximum of five representatives of each Qualified Applicant shall be allowed to participate on production of authority letter from the Qualified Applicant.
- 5.2 During the course of Pre-Bid Conference(s), the-Qualified Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Qualified Applicant in order to receive clarification or further information;
- (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Qualified Applicant; and/ or
- (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Qualified Applicant.

6.3 It shall be deemed that by submitting the Bid, the Qualified Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

- (a) the Bidding Documents;
- (b) the RFQ;. i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

Appendices

APPENDIX-I
Letter comprising the Bid
(Refer Clauses 2.1.5 and 2.14)

Dated:

To,

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

Sub: Bid for the Package-2 Highway Project

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any member of the Joint Venture[§] have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with Clause 2.1.14 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposals issued by

[§] If the Qualified Applicant is not a Joint Venture the provisions applicable to Joint venture may be omitted

or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Application in response to the RFQ for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Qualified Applicants to Bid for the Project, without incurring any liability to the Qualified Applicants, in accordance with Clause 2.16 of the RFP document.
9. I/ We believe that we/ our joint venture satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFQ document.
10. I/ We declare that we/ any Member of the Joint Venture are not a Member of a/ any other Joint Venture submitting a Bid for the Project.
11. I/ We acknowledge and undertake that our joint venture was pre-qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
12. I/ We acknowledge and agree that in the event of a change in control a member whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of pre-qualification under and in accordance with the RFQ, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Joint Venture or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

13. I/ We understand that the Selected Qualified Applicant shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Qualified Applicant, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Qualified Applicant, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
17. I/ We offer a Bid Security of Rs.
(Rupees only) to the Authority in accordance with the RFP Document.
18. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
19. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as “Enclosures of the Bid”.
20. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
21. The Project Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
22. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

23. { We, the Joint Venture Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. }
24. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
25. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement. I/We offer/quote a Project Cost of Rs. (Rupees) for implementing the Project.
26. I/We hereby submit the requirement of payments in currencies detailed as under:

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent C = A x B	Percentage of Bid Price (BP) $\frac{100 \times C}{BP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Bid Price				100.00

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)

Place: Name and seal of Qualified Applicant /Lead Member

APPENDIX-II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.7 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, Rajasthan Public Works Department , having its office at Jacob Road, Civil Lines, Jaipur-302006, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/ 2013 or [*include details of incorporation in case of a foreign company*]) and having its registered office at (and acting on behalf of its Joint Venture) (hereinafter referred to as the “Qualified Applicant” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Package-2 Highway Project on DBOT basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank)..... having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Qualified Applicant, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Qualified Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Qualified Applicant if the-Qualified Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Qualified Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Qualified Applicants or any other person and irrespective of whether the claim of the Authority is disputed by the Qualified Applicant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Qualified Applicant to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Qualified Applicants to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Qualified Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Qualified Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Qualified Applicant to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Qualified Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Qualified Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Qualified Applicant or the Bank or any absorption, merger or amalgamation of the Qualified Applicant or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Qualified Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Qualified Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Qualified

Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Qualified Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Qualified Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to (name of Bank along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Qualified Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Qualified Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX–III

Power of Attorney for signing of Bid[§]
(Refer Clause 2.1.9)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our 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 bid for the Package-2 Highway Project proposed or being developed by the Rajasthan Public Works Department (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Qualified Applicants and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

[§] To be submitted in original.

(Signature, name, designation and address) Witnesses:

2

1.

2.

Accepted

Notarised

(Signature, name, designation and address
of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Qualified Applicants should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Qualified 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 Qualified 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.*

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APPENDIX-IV[§]

Power of Attorney for Lead Member of Joint venture
(Refer Clause 2.1.10)

Whereas the Rajasthan Public Works Department (the “Authority”) has invited bids from pre-qualified parties for the Package-2 Highway Project (the “Project”).

Whereas,,, and
(collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, 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 authority 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 and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, 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”) and 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/ Contract, during the execution of the Project, 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 submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in Qualified Applicant’s and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the joint venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

[§] To be submitted in original.

AND 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 joint venture .

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants) (To be executed by all the Members of the joint venture) 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.*

- *Wherever required, the Qualified Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Qualified 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 Qualified 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 Appostille certificate*

APPENDIX-V

List of ADB Member countries

Regional members		Regional members		Non regional members	
1	<u>Afghanistan</u>	25	<u>Micronesia, Federated States of</u>	1	<u>Austria</u>
2	<u>Armenia</u>	26	<u>Mongolia</u>	2	<u>Belgium</u>
3	<u>Australia</u>	27	<u>Myanmar</u>	3	<u>Canada</u>
4	<u>Azerbaijan</u>	28	<u>Nauru</u>	4	<u>Denmark</u>
5	<u>Bangladesh</u>	29	<u>Nepal</u>	5	<u>Finland</u>
6	<u>Bhutan</u>	30	<u>New Zealand</u>	6	<u>France</u>
7	<u>Brunei Darussalam</u>	31	<u>Pakistan</u>	7	<u>Germany</u>
8	<u>Cambodia</u>	32	<u>Palau</u>	8	<u>Ireland</u>
9	<u>China, People's Republic of</u>	33	<u>Papua New Guinea</u>	9	<u>Italy</u>
10	<u>Cook Islands</u>	34	<u>Philippines</u>	10	<u>Luxembourg</u>
11	<u>Fiji</u>	35	<u>Samoa</u>	11	<u>The Netherlands</u>
12	<u>Georgia</u>	36	<u>Singapore</u>	12	<u>Norway</u>
13	<u>Hong Kong, China</u>	37	<u>Solomon Islands</u>	13	<u>Portugal</u>
14	<u>India</u>	38	<u>Sri Lanka</u>	14	<u>Spain</u>
15	<u>Indonesia</u>	39	<u>Taipei,China</u>	15	<u>Sweden</u>
16	<u>Japan</u>	40	<u>Tajikistan</u>	16	<u>Switzerland</u>
17	<u>Kazakhstan</u>	41	<u>Thailand</u>	17	<u>Turkey</u>
18	<u>Kiribati</u>	42	<u>Timor-Leste</u>	18	<u>United Kingdom</u>
19	<u>Korea, Republic of</u>	43	<u>Tonga</u>	19	<u>United States</u>
20	<u>Kyrgyz Republic</u>	44	<u>Turkmenistan</u>		
21	<u>Lao PDR</u>	45	<u>Tuvalu</u>		
22	<u>Malaysia</u>	46	<u>Uzbekistan</u>		
23	<u>Maldives</u>	47	<u>Vanuatu</u>		
24	<u>Marshall Islands</u>	48	<u>Viet Nam</u>		

APPENDIX – VI

List of Bid-specific provisions[§]

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.9.3: Amendment of RFP.
3. Clause 1.2.1: Brief description of Bidding Process.

Note: The above footnotes marked “\$” shall not be deleted. They shall remain in the RFP to be issued to the prospective Qualified Applicants.

B. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Qualified Applicants. These shall be omitted by the Qualified Applicants while submitting their respective Bids.

C. Appendices where curly brackets are used

1. Appendix-I: Letter comprising the Bid: Paragraph 28.

Note: The curly brackets should be removed after the provisions contained therein are suitably addressed by the Qualified Applicants.

D. Appendices with blank spaces

All blank spaces in Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Appendix is used.

[§] This Appendix-VI contains a list of Clauses and Appendices that would need to be suitably modified for reflecting bid-specific particulars. This Appendix-VI may, therefore, be included in the RFP document to be issued to prospective Qualified Applicants.