
GOVERNMENT OF KERALA (INDIA)

PUBLIC WORKS DEPARTMENT

KERALA STATE TRANSPORT PROJECT-II

(KSTPII)

(Under Assistance from World Bank) Loan Number 8254 IN

**UPGRADATION, OPERATION AND MAINTENANCE
OF PUNALUR – PONKUNNAM ROAD STRETCH
UNDER**

**DESIGN, BUILD,
FINANCE, OPERATE, MAINTAIN & TRANSFER
(DBFOMT)- HYBRID ANNUITY**

Package No (KSTP- II/PMT/UG - VII)

REQUEST FOR QUALIFICATION

AUGUST 2016

**Project Management Team
Kerala State Transport Project,**

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GLOSSARY

Annuity	As defined in Clause 1.1.5
Applicant(s)	As defined in Clause 1.2.1
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 1.1.4
Authority	As defined in clause 1.1.1
Bids	As defined in Clause 1.2.3
Bid Due Date	As defined in Clause 1. 3
Bid Stage	As defined in Clause 1.2.1
Bid Validity Period	As defined in Clause 1.2.3
Bidders	As Defined in Clause 1.1.1
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
BOOT	Build, Own, Operate and Transfer
BOLT	Build, Own, Lease and Transfer
BOO	Build, Own, Operate
BOT	Build, Operate, Transfer
COD	Commercial Operation Date
Concessionaire	As defined in Clause 1.2.5 & 1.1.2
Concession Agreement	As defined in Clause 1.1.2
Concession Period	As defined in Clause 1.2.7
Construction Period	As defined in Clause 1.2.7
Conflict of Interest	As defined in Clause 2.2.1(c)
Cr or Crs	Crore, number equal to 10 (ten) million
DBFOMT	Design, Build, Finance, Operate, Maintain, Transfer
Eligible Experience	As defined in Clause 3.1.1
Eligible Projects	As defined in Clause 3.1.1
Estimated Project Cost	As defined in Clause 1.1.4
Financial Capacity	As defined in Clause 2.2.2 (B)
Government or GOK	Government of Kerala
Hybrid Annuity	As defined in Clause 1.1.1
Independent Engineer	As defined in Clause 1.1.6
Joint Venture	As defined in Clause 2.2.1(a)
Joint Bidding Agreement	As defined in Clause 2.2.6
Lead Member	As defined in Clause 2.2.4
LOA	As defined in Clause 1.2.5
Lumpsum Payment	As defined in Clause 1.1.5
Member	Member of a Joint Venture
Net Cash Accruals	As defined in Clause 2.2.2
Net Worth	As defined in Clause 2.2.3(ii)
O & M Period	As defined in Clause 1.2.7

PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Qualification	As defined in Clause 1.2.1
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Clause 1.2.1
RFQ	As defined in the Disclaimer
SPV	As defined in Clause 2.2.5
Statutory Auditor	As described in Clause 2.2.3
Subsidiary	As defined in Clause 2.2.7
Technical Capacity	As defined in Clause 2.2.2 (A)
Test of Responsiveness	As defined in Clause 2.17.1
Threshold Technical Capacity	As defined in Clause 2.2.2 (A)
Total Experience	As defined in Clause 3.1.6
Total Project Cost	As defined in Clause 2.2.5

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

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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 **Authority** (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 Authority 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** (the “Application”). This RFQ 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 RFQ. Each Applicant should therefore, conduct its own investigations and analysis and obtain independent advice from appropriate sources, for participating in the bidding process and 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 Authority, 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.

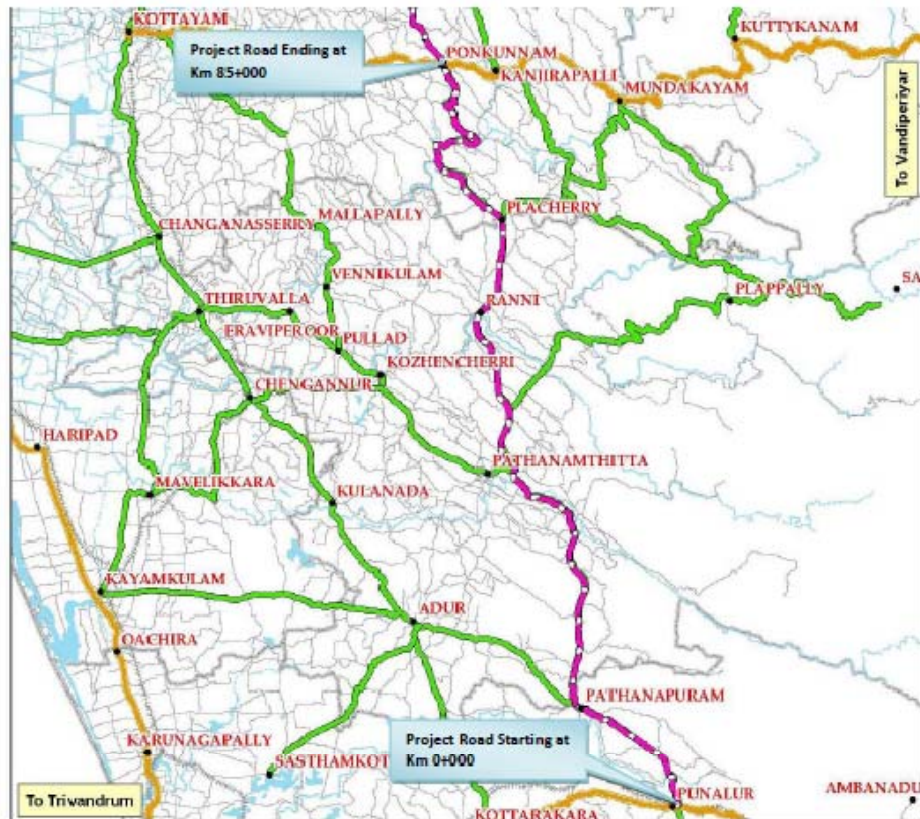
The issue of this RFQ does not imply that the Authority is bound to select and qualify Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without incurring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

PROJECT DESCRIPTION

The Kerala State Transport Project II (KSTP II) program aims at upgrading of various State highways through financial assistance from World Bank. There are 9 project packages incorporated under the KSTP II program which includes the proposed project viz., Upgradation of Punalur – Ponkunnam road stretch. Apart from the current project (Punalur –Ponkunnam road stretch) rest of the packages are at various stages of development through item rate / EPC contracts.

Punalur-Ponkunnam road stretch traverses plane terrain, rolling terrain and hilly terrain. The length of the road stretch is about 82.136 km which passes through several urban/semi urban areas and a number of villages/settlements. The urban/semi-urban areas are Punalur, Pathanapuram, Konni, Ranni and Ponkunnam.

Based on the financial option study carried out through M/s. Crisil Risk and Infrastructure Solutions Ltd., the upgradation of Punalur – Ponkunnam road stretch, which is a part of SH-8, has been selected for developing through Private Public Partnerships (PPP). The project will be developed on Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) under Hybrid annuity basis, wherein an Upfront Lump sum Payment during Construction Period and half yearly Annuity payments during the O & M Period will be provided to the selected private developer. Financial assistance from the World Bank of INR 230 Crs, which will be disbursed as Upfront lumpsum payment so as to make the project attractive for the private investment. The duration of concession period is fixed at 12.5 years of which 2.5 years is earmarked for construction whereas the remaining 10 years considered for Operation and Maintenance.



The Government of Kerala through KSTP has already acquired adequate Land for the project. As per the proposed schedule of implementation, the construction is assumed to begin from Apr 01, 2017. The

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construction period, including post construction activities like commissioning will be completed within 30 months. The Commercial Operations Date (COD) may thus be assumed as October 01, 2019. The details on major project milestones are given in the following table.

Project Development Schedule	
Start Period	01-Apr-2017
Construction Period in months	30
Completion of Construction	30- Sep- 2019
Concession period (in Years)	12.5
Transfer Date	30-Sep-2029

The estimated project cost is **Rs. 747.7Crores¹** . The break-up of the estimated project cost are given in following table.

Estimated Project Cost (in RsCrores)	
Construction Cost (as on end of construction)	659.6
Engineering and Project Management	13.2
Contingency	33.0
Pre-operative Expenditure	14.5
Preliminary Expenditures	0.6
IDC & Financing Cost	26.8
Estimated Project Cost	747.7

The inclusion of Lump sum Payment will enable in making the project attractive for the private investment as well as for the lenders who will extent loan facility for the project. The Lump sum Payment from KSTP will be limited to INR 230 Crs.

As the project will be developed on BOT Hybrid annuity basis, the risk perceived by the lenders will be comparatively less while compared to BOT non annuity projects where the traffic and the toll collected during the concession period will pose greater risks to the lenders.

The revenue for the project will be in the form of Semi-Annuities(ie., disbursed on every 6 months during the operations period) collected by the private developer from KSTP. The annuity receipts will be paid to the developer in a uniform pattern throughout the operating period of concession. The Government of Kerala has already opened a dedicated head of account (5054-80-800-68(P)) for the disbursement of annuities. Further to this, Government of Kerala is considering to include a line item of the project in the PWD's annual budget for the payment of annuities. The state government is also considering various alternative revenue sources which will be utilized for meeting the annuity disbursement.

In an effort towards developing a suitable arrangement to facilitate timely payment of annuities and thereby providing better confidence to investors for the project, GoK has decided to channel the annuity payment through Kerala State Transport Project (KSTP).

¹The Land Acquisition cost and R&R cost will be borne by KSTP / GoK and hence not been considered as the part of the Estimated project cost.

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The risk perception on the proposed project is relatively low as the project will be developed through BOT hybrid annuity basis and hence the level of return obtained from the project will be attractive for the private investment and also in ensuring lender's comfort in funding the project.

1. INTRODUCTION

1.1	Background	<div>1.1.1</div> <div>The Government of Kerala (“GOK” or “Borrower”) through the Government of India has obtained a loan from the International Bank for Reconstruction and Development (IBRD) (herein after called “the Bank”) towards the cost of Kerala State Transport Project Phase II. It is intended that part of the proceeds of this loan will be applied to eligible payments for this Project under the DBFOMT (Hybrid Annuity) contract.</div> <div>The Project Management Team, KeralaStateTransportProject, Thiruvananthapuram (the “Authority”) is engaged for the development of State Highways and as part of this endeavor, the Authority has decided to undertake Upgradation and Maintenance of the Road from Punalur to Ponkunnam on State Highway No 8 (SH 8) (herein after referred to as “Project”), through Public-Private Partnership (PPP) on Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) and Combination of Upfront Lump sum Payment during Construction Period and half yearly Annuity payments during the O & M Period (the “Hybrid Annuity”) Concession basis.</div> <div>The Authority 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: “Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011” and is open to all bidders from eligible source countries as defined in the Guidelines. Brief particulars of the Project are as follows:</div> <table><tr><th>Package No:</th><th>Project Name</th><th>Length in Km</th><th>Concessio n Period</th><th>Estimated Project Cost***</th></tr><tr><td>KSTP- II/PMT/ UG - VII</td><td>Upgradation and Maintenance of the Road from Punalur to Ponkunnam under DBFOMT on Hybrid Annuity basis</td><td>82.136</td><td>12.5 Years (including 30 months of constructio n period)</td><td>INR 747.7Cr</td></tr></table> <div>*** The Estimated Project Cost includes estimated construction cost, financing costs, physical and price contingencies.</div> <div>The RFQ may be purchased by interested entities on submission of a written application to the address given in Clause 2.12.4 below and upon payment of a non-refundable fee of INR. 50,000/- (Rupees fifty</div>	Package No:	Project Name	Length in Km	Concessio n Period	Estimated Project Cost***	KSTP- II/PMT/ UG - VII	Upgradation and Maintenance of the Road from Punalur to Ponkunnam under DBFOMT on Hybrid Annuity basis	82.136	12.5 Years (including 30 months of constructio n period)	INR 747.7Cr
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			<p>thousand) inclusive of taxes, if any towards the cost of the RFQ document. The method of payment will be through Demand Draft payable at Thiruvananthapuram in favour of “The Project Director, Project Management team, KSTP, Thiruvananthapuram”. The Applicants can download the RFQ document from the Authority’s web site; in such case, such Applicants shall submit the Demand Draft of INR 50,000/- (Rupees fifty thousand) inclusive of taxes, if any along with the submission of Application. Applicants can also view the RFQ document from the Authority’s website www.keralapwd.gov.in.</p> <p>The Authority intends to qualify suitable Applicants who will be invited to participate in the Bid Stage (the “Bidders”), through an open competitive bidding process for awarding the Project in accordance with the procedure set out herein.</p>
		1.1.2	<p>The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or Companies Act, 2013 or undertakes to incorporate itself 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 Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.</p>
		1.1.3	<p>The scope of work will broadly include upgrading of the existing carriageway to two-lane standard and operation and maintenance of the road during the concession period. The upgrading works will include improvements to the horizontal and vertical alignments, construction of new pavement, construction and/or rehabilitation of major and minor bridges, culverts, road intersections, interchanges, drains, and road safety enhancement and the operation and maintenance.</p> <p>The Applicants are advised to refer to the Project Information Memorandum attached as Appendix VI for further details of the Projects.</p>
		1.1.4	<p>The Estimated Project Cost (“Estimated Project Cost”) of INR 747.7Cr includes the estimated construction cost, the financing costs and physical and price contingencies. This Estimated Project Cost is provided in this RFQ for calculating the Threshold Technical Capacity and Financial Capacity set out in Clause 2.2.2 below. The Estimated Project Cost may subsequently be revised in the RFP. For the purpose of submitting bids, Bidders shall make their own assessments of actual costs. The Authority shall receive Applications pursuant to this RFQ in accordance with the terms set forth herein as amended from time to time by the Authority, 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”).</p>
		1.1.5	<p>After due process of bidding as described in subsequent paragraphs, the Concession Agreement will be drawn up between the Authority and the selected Bidder on DBFOMT Hybrid Annuity basis.</p>

Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity basis

			<p>The Concessionaire will be entitled to:</p> <ul style="list-style-type: none"> • Lump sum of INR 230 Crs during the Construction Period (the “Lump sum Payment”) to be paid in the manner to be specified in the Concession Agreement; and • The fixed semi-annual payments (the “Annuity”) as quoted by the Bidder and accepted by the Authority; the Annuity will be paid under the dedicated head of account (5054-80-800-68(P)) from State Budget.
		1.1.6	The Authority shall appoint a consultant engineering firm to be the independent consultant under the Concession Agreement (the “ Independent Engineer ”). The mobilization of the Independent Engineer shall be made on mutually agreed date between the Authority 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 project and other related statutory acts and policies of the GOK. The Authority has acquired adequate land for the project which will be provided 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.
1.2	Brief description of bidding process	1.2.1	<p>The Authority has adopted a two-stage process (collectively referred to as the “Bidding Process”) for 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. At the end of this Qualification Stage, the Authority 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.</p> <p>Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.</p>
		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 Authority shall be invited to submit their Bids for the Project 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 Authority is likely to provide limited time for submission of Bids for the Project.

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		1.2.3	In the Bid Stage, the qualified Applicants will be called upon to submit their financial offers (the “ Bids ”) in respect of the Project, in accordance with the RFP and other documents (which along with this RFQ be collectively referred to as the “ Bidding Documents ”),which shall be provided by the Authority. The Bids shall be valid for a period specified in Clause 1.3 (the “ Bid Validity Period ”). The qualified Applicants shall purchase the RFP document on payment of INR 50,000 (Rupees fifty thousand only) for the Project.									
		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 to be specified in the RFP.									
		1.2.5	<p>The Letter of Award (the “LOA”) would be issued within the Bid Validity Period by the Authority to the Bidder who has quoted the lowest Annuity (the Lowest Evaluated Bidder), who shall be determined by the Authority through evaluation and comparison of Bids in the manner detailed out in the RFP.</p> <p>The Lowest Evaluated Bidder shall give his acceptance to the LOA within 7 days from issue of LOA and further agree to enter into an agreement (the “Concession Agreement”) within 45 (forty five) days from the date of acceptance of the LOA. The Lowest Evaluated Bidder who has entered into the Concession Agreement (the “Concessionaire”) shall, for the performance of its obligation provide to the Authority a Performance Security, according to the terms and conditions to be specified in the RFP.</p>									
		1.2.6	As part of the Bidding Documents, the Authority 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 (the “ Concession Period ”) is estimated to be 12.5 years. Including the 2.5 years of Construction Period (the “ Construction Period ”) and 10 years of Operations and Maintenance Period (the “ O & M Period ”)									
1.3	Schedule of Bidding Process	1.3.1	<p>The Authority shall endeavour to adhere to the following schedule. However the Authority may modify/change the dates with due notification:</p> <table><tr><th>No.</th><th>Event Description</th><th>Date</th></tr><tr><td colspan="3">Qualification Stage</td></tr><tr><td>1</td><td>Issue of RFO</td><td>Wednesday, August 17, 2016</td></tr></table>	No.	Event Description	Date	Qualification Stage			1	Issue of RFO	Wednesday, August 17, 2016
No.	Event Description	Date										
Qualification Stage												
1	Issue of RFO	Wednesday, August 17, 2016										

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			2	Last Date for Receiving Queries on RFQ	Saturday, September 3, 2016
			3	Pre-Application Conference Date: Time: Venue:	Thursday, September 8, 2016, 11:00 Hrs (Local Time) Office of the Project Management Team, Kerala State Transport Project, TC 11/339, JAGAD Building Keston Road, Nanthencode, Kowdiar (P.O), Thiruvananthapuram 695003 KeralaStateIndia Tel.: (+91471) 2318985/ 2318946, Fax: (+ 91471) 2318985 / 2318946,
			4	Last Day for Responding to Queries on RFQ	Friday, September 23, 2016
			5	Application Due Date	Monday, October 3, 2016 17.00 hrs (local time)
			6	Announcement of Qualified and Conditionally Qualified Applicants	Within 90 days from date of Application Due Date
			Bid Stage		
			7	Date of invitation to submit Bids on RFP	[To be Notified]
			8	Last Date for Receiving Queries on RFP	[To be Notified]
			9	Pre-Bid Meeting	[To be Notified]
			10	Bid Due Date	[To be Notified]
			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	Within 42 days of acceptance of LOA

Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity basis

				Agreement		
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2. INSTRUCTIONS TO APPLICANTS

A. GENERAL			
2.1	Scope of Application		The Authority wishes to receive 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	<p>For determining the eligibility of Applicants for their qualification hereunder, the following shall apply:</p> <p>(a) The Applicant for Qualification may be a single entity, or a group of entities (the “Joint Venture”), coming together to implement the Project. The term Applicant used herein would apply to both, a single entity and a Joint Venture. An Applicant shall submit only one Application for the Project either individually as an Applicant or as a partner of a Joint Venture.</p> <p>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):</p> <p>(i) In accordance with Para 1.8 of the Guidelines: “<i>Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011</i>”, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:</p> <p>Para 1.8 (a) (i): as a matter of law or official regulation, the Borrowers 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 required, or Para 1.8 (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 Borrowers Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.</p> <p>(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:</p> <p>(1) With reference to paragraph 1.10 (a) (i) of the Guidelines: <i>none</i></p> <p>(2) With reference to paragraph 1.10 (a) (ii) of the Guidelines: <i>none</i></p> <p>(b) An Applicant may be a natural person, private entity, State-owned entity or any combination of them with a formal intent to enter into an agreement or under an</p>

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			<p>existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 (A) below.</p> <p>Provided that a State-owned entity from India may be eligible only if it can establish that it:</p> <ul style="list-style-type: none"> (i) Is legally and financially autonomous, (ii) Operates under commercial law and (iii) Is not a dependent agency of the Borrower, as defined in the World Bank Guidelines: <i>“Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011”</i>. <p>(c) 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:</p> <ul style="list-style-type: none"> (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 Companies Act 1956. Applicants can view the provisions of respective sections of the Companies Act, 2013 and Companies Act 1956 at http://www.mca.gov.in. The current 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 Authority 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
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			<p>(vii) An Applicant or any of its Subsidiaries has been hired (or is proposed to be hired) by the Authority as Project Manager for the Project.</p> <p>(d) An Applicant or any Member of a Joint Venture that has been sanctioned by the Bank in accordance with the Banks 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.</p>
		2.2.2	<p>To be eligible for Qualification, in addition to meeting the Test of Responsiveness as per Clause 2.17.1, an Applicant shall fulfill the following conditions of eligibility on its own or through a specified Subsidiary, provided it is part of the Applicants Application:</p> <p>(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 i. e. from 2011-12 to 2015-16 , have:</p> <p>(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</p> <p>(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</p> <p>(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</p> <p>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 INR 747.7Crs i.e. equal to the amount of the Estimated Project Cost (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.</p> <p>O & M Experience: In case the Applicant is a single entity, it shall have either by itself or through its specified Subsidiary provided it is part of the applicant’s application, experience of one year or more during past 5 (five) financial years preceding the Application Due Date (i.e.</p>

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			<p>2011-12 to 2015-16), 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. 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 specified Subsidiary provided it is part of the applicant's application. The Applicant should furnish details of the O&M experience as per format at Annex-II C of Appendix-I and documentary evidence from the client(s)/employer(s) as evidence for establishing the O&M experience.</p> <p>(B) Financial Capacity: The Applicant, as defined in Section 2.2 above shall have a minimum Net Worth of INR 186.9Crs (the "Financial Capacity"), (refer Annex III of Appendix I), i.e. equal to 25% (twenty five percent) of the Estimated Project Cost (as specified in Clause 1.1.1) at the close of the preceding financial year i.e as on March 31, 2016.</p> <p>The Applicant shall have positive net cash accruals during any three years out of the last 5 financial years preceding the application due date i.e. 2011-12 to 2015 -16. "Net Cash Accruals" shall mean Profit After Tax plus Depreciation</p> <p>In case of a Joint Venture, the combined Technical Capacity and Financial Capacity of all Members, who has and shall continue to have an equity share of not less than 26% (twenty six percent) in the SPV, shall satisfy the above conditions of Technical Capacity and Financial Capacity.</p> <p>Moreover, each Member shall, till the end of Concession Period, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the SPV and 5% (five percent) of the Total Project Cost specified in the Concession Agreement ("Total Project Cost").</p> <p>However, any Member, except the lead Member, may with the prior approval of the Authority in writing, which shall not be unreasonably withheld, reduce its shareholding to less than 26 % (twenty six percent) of the subscribed and paid up equity share capital of the SPV and/ and less than 5 % (five percent) of the Total Project Cost, after a period of 2 (two) years from the Commercial Operation Date (COD) of the Project, subject to all Members of the Joint Venture continuing to collectively hold at least 26% (twenty six percent) of the subscribed and paid up equity of the SPV till end of the concession period.</p>
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		2.2.3	<p>The Applicants shall enclose along with its Application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:</p> <p>(i) Certificate(s) from its statutory auditors² 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</p> <p>(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.</p> <p>Documentary evidence with respect to the projects undertaken and included under the requirements of this Clause, evidencing substantiating the technical qualifications laid for the project undertaken including the project cost, kind of the work undertaken and the date of completion or likely date of completion, as the case may be, during the past five years in respect of the projects specified in Clause 2.2.2 (A) above, for which statutory auditor has issued the certificate indicating the payments made / received.</p>
		2.2.4	<p>The Lead Member (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 irrevocable authority 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</p>

²“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

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			Agreement, in accordance with Clause 2.2.6 (A).
		2.2.5	<p>The Applicants shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “SPV”) prior to the execution of the Concession Agreement. 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;</p> <p>In case of a Joint Venture, the equity share capital collectively held in the SPV by the Lead Member and Members who are evaluated for Technical and Financial Capacity, till 2 years from the date of commercial operation of the Project, shall not be less than 18% of the Total Project Cost (the “Total Project Cost”), as set forth in the Financial Package as defined in the concession agreement.</p> <p>In case of a single entity, such entity shall hold entire subscribed and paid-up share capital of the SPV, subject to same being not less than 18% of the Total Project Cost of the Project as set forth in the financial package as defined in the Concession Agreement, till two years from the date of commercial operation of the Project.</p> <p>However, the single entity may, with the prior approval of the Authority in writing, which shall not be unreasonably withheld, reduce its shareholding below the entire subscribed and paid-up equity of the SPV, after a period of 2 (two) years from the date of commercial operation of the Project, subject to it continuing to hold at least 26% (twenty six percent) of the subscribed and paid-up equity of the SPV till the end of Concession Period.</p>
		2.2.6	<p>(A) For the purpose of making Application, members of Joint Ventures shall either enter into a binding Joint Bidding Agreement, in the form specified at Appendix-IV (the “Joint Bidding Agreement”) 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. The Authority will consider existing joint venture agreements of Applicants that are not in the form specified in Appendix IV, subject to its review and acceptance.</p> <p>(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</p>

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			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 25% of the Applicant's Net Worth and shall be treated as resolved against the Applicant. The Authority 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	<p>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.</p> <p>For purposes of this RFQ, the term “Subsidiary” means in relation to the Applicant/ Member of a Joint Venture, a person who controls, is controlled by, or is under the common control with such Applicant/ Member of the Joint Venture. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.”</p>
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 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 or if in the opinion of the Authority, a substantial reduction in competition may result. Further, change in the composition of a Joint Venture may be permitted by the Authority, only where</p> <p>(a) The Lead Member continues to be the Lead Member of the Joint Venture;</p>

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			<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 Authority 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 Authority, submit to the Authority, a revised Joint Bidding Agreement as specified in Clause 2.2.6 (A).</p>
2.4	Number of Applications and costs there of	2.4.1	The Applicant has to submit one 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 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	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, 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.
2.6	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 Authority;</p> <p>(c) Agreed to be bound by the undertakings provided by it under and in terms hereof.</p>

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2.7	Right to accept or reject any or all Applications	2.7.1	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 Authority, 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 Authority to the Concessionaire, without the Authority being liable in any manner whatsoever to the Concessionaire and without prejudice to any other right or remedy which the Authority 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.
		2.7.2	The Authority 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 verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
B. DOCUMENTS			
2.8	Contents of the RFQ	2.8.1	<p>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.</p> <p>Request for Qualification</p> <p>Section 1. Introduction</p> <p>Section 2. Instructions to Applicants</p> <p>Section 3. Criteria for Evaluation</p> <p>Section 4. Fraud and Corruption Policies of the World Bank Applicable to the Project</p> <p>Section 5. Pre-application Conference</p> <p>Appendices</p> <p>I - Letter comprising the Application for Qualification</p> <p>II- Power of Attorney for signing of Application</p> <p>III- Power of Attorney for Lead Member of Joint Venture</p> <p>IV- Joint Bidding Agreement</p> <p>V- List of Public Financial Institutions</p> <p>VI- Project Information Memorandum (PIM)</p> <p>VII- Evaluation Procedure illustration</p>
2.9	Clarifications	2.9.1	Applicants requiring any clarification on the RFQ may send in their queries before the Last Date for Receiving

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			<p>Queries in Clause 1.3. The Authority 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 by either by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.</p> <p>Clarification queries shall be addresses to:</p> <p>TheProjectDirector ProjectManagement Team Kerala State Transport Project, TC 11/339,JAGAD Building Keston Road, Nanthencode, Kowdiar (P.O), Thiruvananthapuram695003 KeralaState India Tel.: (+91 471) 2318985/ 2318946, Fax: (+910471) 2318985/ 2318946, e-mail:pdkstp@gmail.com</p>
2.10	Addenda to RFQ	2.10.1	At any time prior to Application Due Date, the Authority 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.
		2.10.2	Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ and will be published on the website www.keralapwd.gov.in .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 Authority may, in its sole discretion, extend the Application Due Date.
C. PREPERATION 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	Format and signing of Application	2.12.1	The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects.
		2.12.2	The Applicant shall prepare one original set of the Application (together with originals/ copies of documents

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			required to be submitted along therewith pursuant to this RFQ) and clearly marked “ ORIGINAL ”. In addition, the Applicant shall submit 1 (one) copy of the Application, marked “ COPY ”. The Applicant shall also provide 2 (two) soft copies on compact disc (CD). In case of discrepancy between the hard copy and CDs, hard copy will prevail. In the event of any discrepancy between the original and the copy, the original shall prevail.
		2.12.3	<p>All pages in the Application and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall also initial each such page in indelible ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the authorized signatory of the Applicant. The Application shall contain page numbers and shall be stitched and hard bound.</p> <p>The envelopes containing the “Original” and the envelope containing the “Copy”, along with the Compact Disc (CD), shall be sealed in an outer envelope marked “Application for Qualification: KSTP II Upgradation and Maintenance of the Road from Punalur to Ponkunnam Project on DBFOMT (Hybrid Annuity) Basis”. Each envelope shall indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes</p>
		2.12.4	<p>The outer envelope shall be addressed to:</p> <p>The Project Director Project Management Team Kerala State Transport Project, TC 11/339, JAGAD Building Keston Road, Nanthencode, Kowdiar (P.O), Thiruvananthapuram 695003 Kerala State India Tel.: (+91 0471) 2318985/ 2318946, Fax: (+ 910471) 2318985/ 2318946, e-mail: pdkstp@gmail.com</p> <p>Required Contents of Each Application:</p> <p>(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</p>

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			<p>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;</p> <p>(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;</p> <p>(vi) Copies of Applicant's duly audited balance sheet and profit and loss account for the preceding five years.</p> <p>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 Application and consequent losses, if any, suffered by the Applicant.</p> <p>Applications shall be submitted only by hand, courier or mail. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.</p>
2.13	Application Due Date	2.13.1	Applications shall be submitted before 17: 00 hours IST 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. A receipt thereof may be obtained from the person specified in Clause 2.12.4
		2.13.2	The Authority 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	Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for evaluation and shall be returned unopened to the Applicant
2.15	Modifications/ substitution/ withdrawal of Applications	2.15.1	The Applicant may modify, substitute or withdraw its Application after submission, by sending a written notice duly signed by an authorized representative, and shall include a copy of the authorization. An applicant may carry out such modification, substitution or withdrawal, prior to Application Due Date.
		2.15.2	The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.15, with the envelopes being additionally marked " MODIFICATION ", " SUBSTITUTION " or " WITHDRAWAL ", as appropriate.
		2.15.3	Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
D. EVALUATION PROCESS			
2.16	Evaluation of Applications	2.16.1	<p>The Authority 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.</p> <p>The Authority reserves the right to waive minor deviations in the qualification requirements, if they do not</p>

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			<p>materially affect the capabilities of an Applicant to perform the Concession Agreement for the projects indicated in the Application.</p> <p>To assist in the examination of the qualifications of Applicants, the Authority 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 Authority shall not be considered. The Authority's request for clarification and the response shall be in writing. If an Applicant does not provide the requested clarifications by the date set in the Authority's request, its bid may be rejected.</p>
		2.16.2	<p>Confidentiality:</p> <p>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 Authority 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.</p> <p>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. Any attempt by the Applicant to influence the Authority at any time in the evaluation of the Application or in award of the contract shall result in rejection of the Applicants Application. Notwithstanding the above if an Applicant wishes to contact the Authority after the Application Due Date on any matter relating to the RFQ it should do so only in writing.</p>
2.17	Tests of responsiveness	2.17.1	<p>Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ ("Test of Responsiveness"). An Application shall be considered responsive only if:</p> <ul style="list-style-type: none"> (i) It is received as per format at Appendix-I. (ii) It is received by the Application Due Date including any extension thereof pursuant to Clause 2.13.2; (iii) It is signed, sealed, hard bound and marked 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;

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			<p>(vii) It contains certificates from its statutory auditors^s in the formats specified at Appendix-I of the RFQ for each eligible project.</p> <p>(viii) It contains an attested copy of the receipt for payment INR 50,000 (Rupees fifty thousand) to the Authority towards the cost of the RFQ document; or the Demand Draft as prescribed.</p> <p>(ix) It is accompanied by the Jt. Bidding Agreement (for Joint Venture) or letter of intent to form a JV, specific to the Project, as stipulated in Clause 2.2.6(A).</p>
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3. CRITERIA FOR EVALUATION

3.1	Evaluation of Technical Capacity	3.1.1	<p>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”):</p> <p>Category 1: Project experience on Eligible Projects in highways sector that qualify under Clause 3.1.3</p> <p>Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.1.3</p> <p>Category 3: Construction experience on Eligible Projects in highways sector that qualify under Clause 3.1.4</p> <p>Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.1.4</p> <p>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.</p>
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³Real estate developments shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant

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		3.1.2	Eligible Experience in respect of each category shall be measured only for Eligible Projects.
		3.1.3	<p>For a project to qualify as an Eligible Project under Categories 1 and 2:</p> <p>(a) 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 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</p> <p>(b) 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;</p> <p>(c) The capital cost of the project should be more than 20 % of the Estimated Project Cost specified in Clause 1.1.1</p> <p>(d) 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.</p>
		3.1.4	<p>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 i.e 2011-12 to 2015 - 16, 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.</p> <p>However, payments/receipts of less than 20 % of the 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.</p>
		3.1.5	The Applicant may quote experience in respect of a particular Eligible Project under any one category only. The

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			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 Authority will not accept double counting of experience for a particular Eligible Project in any form.										
		3.1.6	<p>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.</p> <p>Table 3.1.6: Factors for eligible Experience across categories</p> <table><tr><td>Categories</td><td>Factor</td></tr><tr><td>Category 1</td><td>1.45</td></tr><tr><td>Category 2</td><td>1.00</td></tr><tr><td>Category 3</td><td>1.00</td></tr><tr><td>Category 4</td><td>0.45</td></tr></table>	Categories	Factor	Category 1	1.45	Category 2	1.00	Category 3	1.00	Category 4	0.45
Categories	Factor												
Category 1	1.45												
Category 2	1.00												
Category 3	1.00												
Category 4	0.45												
		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 Authority will not accept double counting of experience in any form.										
		3.1.8	<p>The Applicant’s experience towards O & M for the Project shall be as follows</p> <table><tr><td>Package No:</td><td>Road Project of Minimum length in Lane – Km in any of the last five year period (2011-12 to 2015-16)</td></tr><tr><td>KSTP-II/PMT/UG-VII</td><td>40</td></tr></table> <p>(Note: the length of the road project having intermediate lane, 2-lane, 4 – lane and 6 – lane shall be multiplied by the factors of 1.5, 2, 4 and 6 respectively to convert it into equivalent lane –Km length.)</p> <p>The O & M works undertaken as PPP project on BOT, BOLT, BOO, BOOT or other similar basis and annual road maintenance contracts of SH/ NH can be qualifying experience under O&M requirement.</p>	Package No:	Road Project of Minimum length in Lane – Km in any of the last five year period (2011-12 to 2015-16)	KSTP-II/PMT/UG-VII	40						
Package No:	Road Project of Minimum length in Lane – Km in any of the last five year period (2011-12 to 2015-16)												
KSTP-II/PMT/UG-VII	40												
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 i.e 2011-12 to 2015-16. The last financial year immediately preceding the application due date shall be Financial Year 2015-16.										
		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.										

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			preceding the year in which the Application is made i.e for 2011 - 12 to 2015 - 2016. The last financial year immediately preceding the application due date shall be Financial Year 2015-16.
		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 auditor ⁴ 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 INR 186.9Cr s i.e. 25 % (twenty-five percent) of the Estimated Project Cost, as specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I .
		3.3.4	An illustration of the evaluation procedure is given at Appendix VII .

⁴Injurisdictionthatdo nothavestatutoryauditors,the firmofauditorswhichaudits theannualaccountsofthe ApplicantmayprovidethecertificatesrequiredunderthisRFQ.

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

4.1	Fraud and Corruption	<p>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:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or</p>
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⁵ In this context, any action taken by a 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.

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

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			<p>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</p> <p>(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.</p> <p>(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;</p> <p>(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;</p> <p>(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 eligible firm being awarded a Bank-financed contract; and</p> <p>(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.</p>
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¹⁰ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Banks 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

5. PRE-APPLICATION CONFERENCE

5.	Pre-Application 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	During the course of Pre-Application conference, the 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 Process.
		5.3	The Authority shall forward copies of its response to queries raised by the Applicants to all Applicants who have purchased the RFQ document and the same shall be uploaded in the Authority's website www.keralapwd.gov.in . The source of the queries shall not be disclosed in the responses.

APPENDIX I: Letter Comprising the Application for Qualification*(Refer Clause 2.12.4)*

Date:

To

TheProjectDirector
 ProjectManagement Team
 Kerala State Transport Project,
 TC 11/339,JAGAD Building
 Keston Road, Nanthencode,
 Kowdiar (P.O), Thiruvananthapuram695003
 KeralaState, India
 Tel.: (+91 0471) 2318985/ 2318946,
 Fax: (+ 910471) 2318985/ 2318946,
 e-mail:pdkstp@gmail.com

Sub: Application for qualification for KSTP-II Upgradation and Maintenance of Punalur-PonkunnamRoad stretch under DBFOMT on Hybrid Annuity

Dear Sir,

1. Being duly authorized to represent and act on behalf of (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	Package No	Project Name
1	KSTP-II/PMT/UG-VII	Upgradation and Maintenance of Punalur to Ponkunnamroad stretch under DBFOMT on Hybrid Annuity

2. I/We acknowledge that the Authority 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, 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.

4. I/ We shall make available to the Authority, at its specific request, any additional information it may find necessary or require to clarify the Qualification statement.

5. I/ We acknowledge the right of the Authority to annul the RFQ process and reject all Applications and to accept or reject any Application without thereby incurring any liabilities to the Applicants.

Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity basis

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 Authority.

(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. 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.

9. 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 Authority:
 - 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 (As per Clause 2.2.5)	Percentage of equity in the Joint Venture

ANNEX-IIA: Technical Capacity of the Applicant (in case of single entity) @*(Refer to Clauses 2.2.2(A), 3.1 and 3.2 of the RFQ)*

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

@ 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.

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.

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

\$ Refer Clause 3.1.6.

¥ 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.

\$\$ 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.

£ 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)[@]*(Refer to Clauses 2.2.2(A), 3.1 and 3.2 of the RFQ)*

Name of Joint Venture Member or Subsidiary # (1)	Member Code * (2)	Project Code ** (3)	Category Multiplication Factor \$ (4)	Eligible Experience [₹] Amount in INR Crores Equivalent ^{₹₹}						Total Experience in (Rs. Crores) ₹ (8)
				Payments made / received for construction of Eligible Projects in Categories 3 and 4 (5)		Payments made for development of Eligible Projects in Categories 1 and 2 (6)		Revenues appropriated from Eligible Projects in Categories 1 and 2		
				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		3a								

		3b								
		3c								
		3d								
Joint Venture Member 4		4a								
		4b								
		4c								
		4d								
Technical capacity (Rs. Crores) (sum of total experience)										

@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 a 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.

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.

* 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 a Subsidiary of the Applicant or its Member, write “**Subsidiary**” along with Member Code.

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

\$ Refer Clause 3.1.6

¥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.

\$\$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.

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

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Appendix I,
Annex-II C

ANNEX-II C: O&M experience of the Applicant[@]
(Refer Clauses 2.2.2 A of the RFQ)

Sl. 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					

[@] Provide details of only those projects that have been undertaken by the Applicant under its own name and /or by specified subsidiary as per Clause 2.2.7 and /for by the project company eligible under clause 3.1.3 (b), Further, for the purpose of O&M experience applicants can provide experience of one year or more during past 5 (five) financial years preceding the application Due Date.

[#] In case credit is claimed for specified Subsidiary, necessary evidence to establish the relationship of the applicant with such Subsidiary, in terms of Clause 2.2.7, shall be provided.

[^] The applicant shall submit documentary evidence in support of this experience

Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity basis

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. Crore^{\$\$})

Applicant type	Member Code [£]	Net Cash Accruals					Net Worth [€]
		Year 1 2015-16 (3)	Year 2 2014-15 (4)	Year 3 2013-14 (5)	Year 4 2012-13 (6)	Year 5 2011-12 (7)	Year 1 2015-16 (8)
Single entity Applicant	N/A						
Joint Venture Member 1							
Joint Venture Member 2							
Joint Venture Member 3							
Joint Venture Member 4							
Subsidiary							
TOTAL							

[£] Member Code, see instruction 4 at Annex-IV of this Appendix-I.

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

^{\$\$} For conversion of foreign currencies into rupees, see foot note below Annex-II of Appendix-I.

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 auditor¹² ;

(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 plus Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity plus Reserves) less (Revaluation reserves plus miscellaneous expenditure not written off plus 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.

¹²In 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 a		Title & nature of the project			
1 b		Brief Description of the project / components of project undertaken by the applicant or each member of Joint venture.			
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			
		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)		

For items indicated at SI No. 1a, 1b, 5, 7, 8 the applicant shall submit documentary evidence in support of their claim.

Appendix I,
Annex-IV**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.

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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 auditor[§] 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 & 2[£], it should provide a certificate from its statutory auditor in the format below:

Certificate from the Statutory Auditor regarding [¶]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%[£] of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*)[¶]. 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:

Authorised

Signature of the

Signatory and date

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

[£] Refer Clause 3.1.1 of the RFQ.

Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity

- Φ 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.
- € Refer instruction no. 10 in this Annex-IV.
- ¥ 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).”
13. If the Applicant is claiming experience under Category 3 & 4*, 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*** regarding construction works⁰	
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). 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.	
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:	
<i>[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.]**</i>	
Name of the Audit Firm: Seal of the Audit Firm:	Authorised Signatory Signature of the Authorised Signatory and date.

* Refer Clauses 3.1.1 and 3.1.4 of the RFQ.

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^o 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.

^vIn 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).

^{**} 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.

^{***} The applicant shall submit the documentary evidence to substantiate the technical details of the project undertaken by him for which auditor has issued the certificate indicating payments made /received

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 Authority that it owns the majority of the subscribed and paid up voting equity of the subsidiary and/or controls its business activities.

Appendix I,
Annex V**ANNEX-V: Statement of Legal Capacity***(To be forwarded on the letterhead of the Applicant/ Lead Member of Joint Venture)*

Ref. Date:

To,

TheProjectDirector
ProjectManagement Team
Kerala State Transport Project,
TC 11/339,JAGAD Building
Keston Road, Nanthencode,
Kowdiar (P.O), Thiruvananthapuram695003
KeralaState
Country: India

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.*

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

** Please strike out whichever is not applicable*

Appendix I,
Annex VI**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 <i>[number]</i> years specified in 2.2.6 (B) <input type="checkbox"/> Contract(s) not performed during the <i>[number]</i> years specified in 2.2.6 (B)			
Year	Non performed portion of contract	Contract Identification	Total Contract Amount (current value, Rs. in Cr)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
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: <i>[indicate complete contract name, number, and any other identification]</i> 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>

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 KSTP II Project mentioned below, on DBFOMT (Hybrid Annuity) Basis proposed or being developed by the Project Director, Project Management Team, Kerala State Transport Project (the “Authority”):

[Mention Project No. and Project Name-Refer Clause 1.1.1]

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 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 Application/Bid , and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application/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.

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

**(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 Project Director, Project Management Team, Kerala State Highways Transport Project the “**Authority**” has invited applications from interested parties for the “KSTP-II Project on DBFOMT (Hybrid Annuity) Basis “.

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 Qualification document (RFQ), Request for Proposal (RFP) 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 (hereinafter referred to as the “Principal”) 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 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 for the Project, 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 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.

Appendix III
(Page 2)

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 PRINCIPAL 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*(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
of.....20.....

AMONGST

1. Limited, a company incorporated under [the Companies Act, 1956/2013 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, 1956/2013 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, 1956/2013 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)}

AND

4. Limited, a company incorporated under [the Companies Act, 1956/2013 or mention the equivalent act of the jurisdiction of its incorporation] and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}¹³

AND

5.

6.

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

¹³The number of Parties will be shown here, as applicable.

WHEREAS,

- A. THE PROJECT MANAGEMENT TEAM, KERALA STATE TRANSPORT PROJECT, established under the Public Works Department, Government of Kerala, represented by the Project Director and having its offices at Kerala State Transport Project, TC 11/339, JAGAD Building, Keston Road, Nanthencode, Kowdiar (P.O), Thiruvananthapuram 695003 Kerala State (hereinafter referred as the “**Authority**” 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 capitalized 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 Authority 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:

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(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}

(d) Party of the Fourth Part shall be.....

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 such time as the financial close for the project is achieved 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:

Fourth Party:

6.2 The Parties undertake that, the Parties of the First, Second, Third and Fourth Part whose Eligible Experience and Net Worth have been reckoned for the purposes of Qualification of Applicants for the Project 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.

Provided that, till two years from the date of commercial operations of the Project, the equity share capital of such members collectively held in the SPV shall not be less than 18% of the Total Project Cost as set forth in the financial package, as defined in the Concession Agreement.

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 Authority in writing, reduce its shareholding below 26 % (twenty six 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.

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 26% (Twenty Six 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.

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 authority 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 authority 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
- (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 fulfillment 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

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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 Authority 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 Authority.

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:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FIFTH PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SIX PART

(Signature)

(Name)

(Designation)

(Address)

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 authority to execute this Agreement on behalf of the Joint Venture Member.

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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*(Refer Clause 2.2.1(c) (i))*

For the purposes of Section 4A, presently 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;

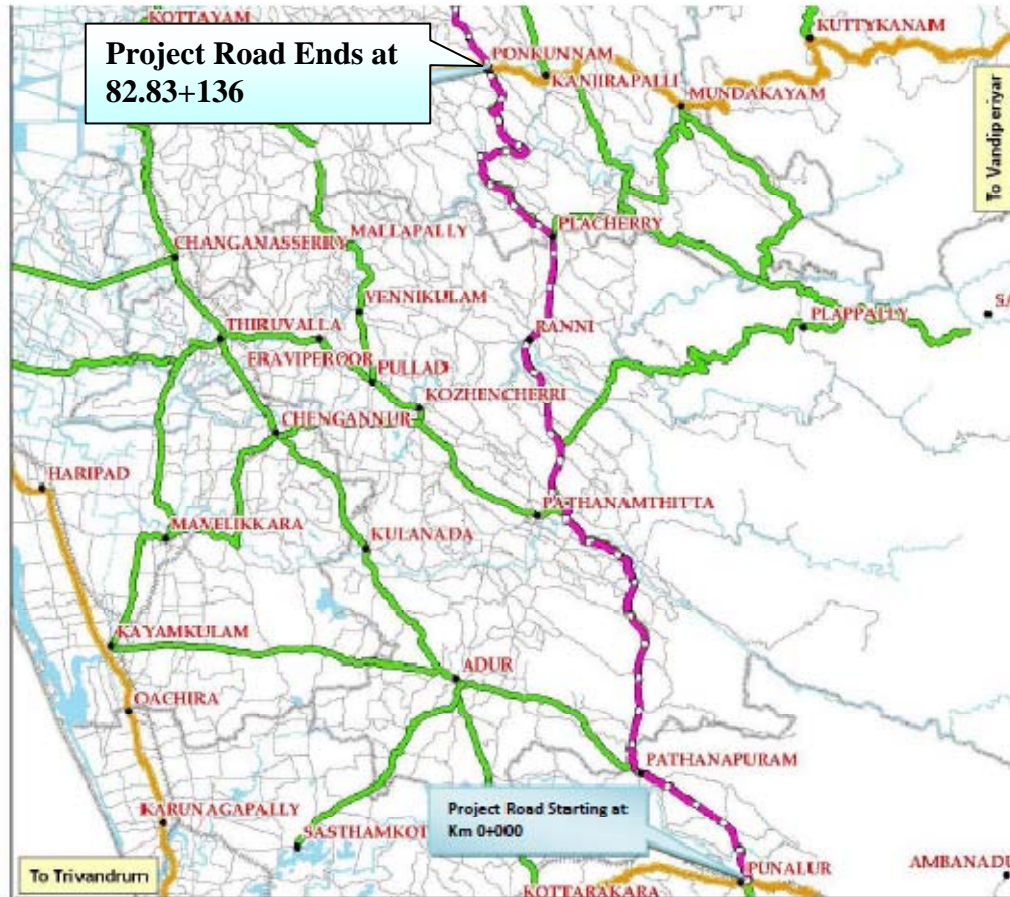
Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity

- (xxxvi) Rajasthan Financial Corporation;
- (xxxvii) Tamilnadu Industrial Development Corporation Limited;
- (xxxviii) Uttar Pradesh Financial Corporation;
- (xxxix) West Bengal Financial Corporation;
- (xl) Indian Renewable Energy Development Agency Ltd.;
- (xli) North Eastern Development Finance Corpn. Ltd.;
- (xlii) Housing & Urban Development Corpn. Ltd.;
- (xliii) Export-Import Bank of India
- (xliv) National Bank for Agriculture & Rural Development (NABARD);
- (xlv) National Co-operative Development Corporation (NCDC);
- (xlvi) National Dairy Development Board;
- (xlvii) Pradeshia Industrial and Investment Corporation of U.P. Limited;
- (xlviii) Rajasthan State Industrial Development and Investment Corporation Limited;
- (xlix) SICOM Limited;
- (l) West Bengal Industrial Development Corporation Limited;
- (li) Tamil Nadu Industrial Development Corporation Limited;
- (lii) Punjab State Industrial Development Corpn. Ltd. (PSIDC);
- (liii) EDC Limited;
- (liv) Tamil Nadu Power Finance and Infrastructure Development Corporation Ltd.;
- (lv) Tamil Nadu Urban Finance and Infrastructure Development Corporation Limited;
- (lvi) Kerala Power Finance Corporation Limited;
- (lvii) Kerala State Power & Infrastructure Finance Corporation Limited. (46)
- (lviii) Jammu & Kashmir Development Financial Corporation Limited
- (lix) Kerala State Industrial Development Industrial Corporation Limited.
- (lx) India Infrastructure Finance Company Limited
- (lxi) Gujarat Industrial Investment Corporation Limited.
- (lxii) Andhra Pradesh Industrial Development Corporation Limited.
- (lxiii) Karnataka Urban Infrastructure Development and Finance Corporation Limited.
- (lxiv) L&T Infrastructure Finance Company Limited.
- (lxv) Srei Infrastructure Finance Limited

APPENDIX VI – Project Information Memorandum

Project : The work of Design, Build, Finance, Operation and Maintenance of Existing State Highway (SH 8) from Punalur to Ponkunnam on DBFOMT Hybrid Annuity basis in the State of Kerala has been proposed to be taken up and details are as follows:

Project Location Map –

**Genesis of the Project**

- Government of Kerala through KSTP has decided to take up improvements of state roads with external assistance and initially identified 1000 Km of roads for up-gradation in 1999.
- Feasibility studies were conducted to prioritize the roads to be taken for improvements. The study was later limited to 579 Km to be taken up in two phases, I and II. In the first phase, 254.71 Km roads were taken up for implementation with the assistance of World Bank funding and the projects were completed.
- Land acquisition works for phase II stretches are completed and improvements to balance 367.79 Km of roads are going on

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- The state has received a loan from IBRD (World Bank) (Loan No. 8254 IN) for implementing KSTP II. The 82.136 Km road stretch of Punalur – Ponkunnam was included in phase II.
- Detailed engineering designs and costing were done for the road in 2000 by the DPR Consultant. Later, an updation of feasibility study was conducted by M/s L&T Ramboll Consulting Engineers in 2010.
- Financial analysis and implementation strategy for the project was analysed by M/s. Crisil Infrastructure Advisors. Based on the study, Punalur – Ponkunnam section was found suitable for implementing under PPP (Hybrid Annuity) and was recommended, accordingly.
- In the Year 2011, M/s CDM Smith prepared a revised Detailed Project Report based on the Design report by M/S Louis Berger International Inc. during 2000 and also based on the updated Feasibility Study Report prepared by L&T Ramboll during 2010. During the study, the design proposals were finalized for the changed field characteristics. Cost estimates prepared during 2001 were revised based on updated design of the road and structures, to suit the change in characteristics.
- M/S L&T Infrastructure Engineering Limited & Fortress Infrastructure Advisory consortium was assigned with Transaction Advisory services for the project road in October 2014. As part of this assignment, a detailed ground truthing of the report prepared by CDM Smith was undertaken by Transaction Advisors, by comparing the ground condition with the DPR recommendations. Subsequently, L&T IEL submitted a ground truthing report to KSTP and the observations in the Ground Truthing report were incorporated into the DPR.
- The BoQ for the proposed improvements were also revised as part of this exercise. Based on the latest Bills of Quantities (updated in December 2014) and based on DSR rates applicable for 2015 for the project location, L&T IEL have revised the cost estimates.

Scope : The scope of work will broadly include, Design, Build, Finance, Operate, Maintain and Transfer of the existing State Highway to two-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 | :82.136.km |
| • Estimated project cost | :INR 747.7Cr |
| | (Includes Construction cost, financing costs, physical and price contingencies) |
| • Contract Agreement | :Concession Agreement |
| • Concession Period | :12.5 years (2.5 years Construction Period & 10 years O&M Period) |

 Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity

- Carriage way :2 lane Flexible pavement with paved shoulders
- Major bridges :3 Nos..
- Minor bridges :13 Nos.
- Culverts : Hume Pipe culverts :13 Nos.
- RC Box : 3 Nos.
- RC Slab :284 Nos.
- Widening of culverts – : 43 Nos.

- ROB/RUB :1 RUB
- Bus Bays :77 Nos
- Land Acquisition :Any land required for construction of the project Highway as per DPR designs is acquired by the Authority and will be 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) 80% 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 Payment of INR 230 Crs during the Construction Period to be paid in the manner to be specified by the Authority in the draft Concession Agreement; and
 - (b) The Annuity (fixed semi-annual payments) as quoted by the Bidder and accepted by the Authority 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:

Upgradation and Maintenance of Punalur – Ponkunnam road stretch under DBFOMT on Hybrid Annuity

1. 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.
2. 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.
3. Concessionaire has to allow for HIV/AIDS campaign and other related health awareness activities which will be carried out for implementation the Resettlement Action Plan.

- Environmental Clearances

- The Authority 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 Kerala State Pollution Control Board shall be procured by the Authority. Tree cutting and forest land diversion within Project Site shall be the responsibility of Authority.
- The Concessionaire shall abide by all the existing guidelines and policies of the State and the Central Government with respect to environmental protection.

APPENDIX VII – Evaluation Procedure Illustration
ILLUSTRATION NO. 1

2.2.2	Conditions of Eligibility				
	Package	Estimated Project Cost		Threshold Capacities	
				Min.Technical	Min. Financial
	KSTP-II/ PMT/ UG-VII	INR747.7 ,Crs		INR 747.7 Crs	INR186.9Crs
	Further 25% of the Threshold Technical Capacity shall be from the Eligible Projects in Category 1 and / or category 3				

Notes:

Each Eligible project is checked for

For categories 1 and 2

1. PPP project on BOT, BOLT, BOO, BOOT as defined in Section 3
2. Entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% equity during the entire year for which Eligible Experience is being claimed as defined in Section 3
3. Capital cost of the project should be more than 20 % of the Estimated Project Cost

For categories 3 and 4

1. In the last 5 years, payments/receipts for execution of works not less than 20 % of the Estimated Project cost.
2. Only the actual gross payments/receipts during the last 5 years should be considered and not previous to that period even though the project is more than 5 years old for all categories.

A) Technical Capacity considering KSTP-II/PMT/UG-VII

Sample Applicant : ABC Co Ltd				Single Entity				Annex II A		
Name of Applicant or Name of Joint Venture Member or Name of Subsidiary	Member Code (for Joint Ventures only)	Project Code	Category Multiplication Factor	Eligible Experience ₹ Amount in Rs. Equivalent \$\$						Total Experience in (Rs. Crores)
				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)		*(8)
Single entity Applicant	NA	A	1.45			300				435
		B	1.45			200				290
		C	1.45			400				580
		D	1						400	400
		E	1						250	250
		F	1						300	300
		G	1.45					150		217.5
		H	1				400			400
		I	1	400						400
		J	1	300						300
		K	0.45		175					78.75
Technical Capacity (Rs.Crores) (sum of total experience)										3651
* Column 8 is equal to Column (4) x Column (5 or 6 or 7)										
This Technical Capacity (sum of total experience) of Rs. 3651 Cr is greater than the Threshold Technical capacity for KSTP-II/PMT/UG-VII Rs. 747.7 Cr Hence passes for KSTP-II/PMT/UG-VII Total Experience of Category 1 and 3 only is Rs. 2222.5 Cr This is greater than 25% of Threshold Technical Capacity i.e. Rs. 186..9Cr . Hence passes for KSTP-II/PMT/UG-VII										

Operation and Maintenance Experience						
Sl 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 application
1	GOX, Highways I, Far RD	2 Lane	45	From-to	Yes	xxx
2	GOY, Road Imp. II, Long RD	2 Lane	55	From-to	Yes	xxx
Total Length			100 Km			
The O & M Experience of two projects of lengths 45 Kms and 55 Kms is more than 40Kms of O & M experience threshold for KSTP-II/PMT/UG-VII. Hence passes for KSTP-II/PMT/UG-VII						

B) Financial Capacity of the Applicant							
Applicant type	Member Code	Net Cash Accruals					Net Worth Year 1
		Year 1	Year 2	Year 3	Year 4	Year 5	
1	2	3	4	5	6	7	8
Single entity Applicant or Members of Joint Vwenture holding more than 26% in JV	NA	50	40	60	-5	40	450
The Net worth of Rs 450 Cr is more than Rs. 186.9cr. There is positive net cash accrual for three years in the past 5 years. Hence passes for KSTP-II/PMT/UG-VII							