

Disclaimer

This Invitation is issued by State Bank of India ("SBI" or the "Lenders' Agent"), on behalf of a consortium of senior lenders. SBI has mandated SBI Capital Markets Limited ("SBICAP"), to act as a process advisor and assist them in identifying an entity for effecting substitution of concessionaire of an operational BOT (Annuity) Road project (the "Concessionaire") with an eligible entity (the "Selectee") for the residual period of the original concession in terms of the concession agreement executed between Concessionaire and National Highway Authority of India ("NHAI" or the "Authority").

This Invitation is issued for general information purposes only, without regard to specific suitability, financial situations and needs of any particular person and does not constitute any recommendation and should not be construed as an offer to sell or solicitation of an offer to buy, purchase or subscribe to any securities but is a request for proposal from interested bidders for the purpose of substitution of Concessionaire by the Selectee. Neither, this Invitation nor anything contained herein shall form the basis of or be relied upon in connection with any contract or commitment whatsoever from SBI and SBICAP and/or the consortium of senior lenders.

This Invitation constitutes no form of commitment on the part of SBICAP, SBI and/or the consortium of senior lenders to carry out the bidding process and /or to select a Selectee. Furthermore, this Invitation confers neither the right nor expectation on any interested bidders to be selected during the bidding process nor constitutes a contract between SBICAP, SBI and/or the consortium of senior lenders or any other entity and the interested bidders. SBI and consortium of senior lenders reserve the right to accept or reject any bid. SBI and consortium of senior lenders also reserves the right to suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto. Interested bidder should regularly visit SBI and SBICAP's website to keep them updated regarding clarifications/ amendments/ time-extensions, if any. No financial or legal obligation will accrue to SBI, SBICAP and/or the consortium of senior lenders for failure of any interested bidder to visit such websites for further information.

SBICAP, SBI and/or the consortium of senior lenders shall not be responsible for non-receipt of correspondence sent by any interested bidder through any mode. SBICAP, SBI and/or the consortium of senior lenders shall in no circumstances, be responsible to bear or reimburse any expenditure or costs incurred by any interested bidder in respect of the Invitation and/or procurement of the Bid Document and/or submission of the bids regardless of the conduct or outcome of the bidding process. This Invitation and information contained herein or any part of it does not constitute or purport to constitute investment advice in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed or published by the recipient without the prior written approval from SBICAP and SBI.

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Requisites for procurement of Bid document and access to electronic data room

1. Interested party should send scanned soft copy of the Cover Letter (format as per Annexure -III) along with other enclosures (format as per Annexure IV, V & VI) and proof of payment of non-refundable fee by email to rm2.04803@sbi.co.in and project.KPHPL_dl@sbicaps.com on or before 15.04.2022.
2. The cover letter and Annexures have to be duly signed by an authorized signatory and affixed with rubber stamp
3. Original hard copies of the above documents should reach to following address within 7 days (before 05:00 PM IST) from the date of the email.

The AGM & RM AMT- II,
State Bank of India,
9th Floor, Overseas Branch,
Jawahar Vyapar Bhavan,
1, Tolstoy Marg,
New Delhi – 110001
Kind Attention: Mr. Amit Ranjan

Annexure-I
Brief Profile of the Concessionaire

a) Brief Overview:

Khagaria Purnea Highway Project Limited (KPHPL), an operational BOT (Annuity) road project ("Concessionaire") is a Special Purpose Vehicle ("SPV") incorporated for the purpose of Design, Build, Finance, Operate, and Transfer of a road stretch in the state of Bihar under NHDP Phase III A on Build, Operate and Transfer ("BOT") - Annuity basis under Concession Agreement ("CA") with National Highways Authority of India ("NHAI").

The Concession Agreement is for a period of 17 years from the appointed date i.e., October 5, 2011. The completion certificate was obtained from Independent Consultant on February 03, 2014 and has received 15 (Fifteen) half yearly annuity payment upto October 2021 and a bonus annuity for achieving COD ahead of schedule date (April 01, 2014). The SPV's revenue was Rs. 86.38 Cr and Rs. 76.48 Cr in FY20 and FY21 respectively.

b) Project Details:

Particulars	Details
Project Length	~140 Km
Authority	National Highway Authority of India (NHAI)
Concession Agreement Date	April 08, 2011
Appointed Date	October 5, 2011
Concession Period	17 years from Appointed Date
Project Cost	Rs. 735 Cr
COD	February 03, 2014
Outstanding Debt (including overdue) as on February 28, 2022	Rs. 316.02 Cr

Annexure-II Eligibility Criteria¹

1.1 Technical Capacity and Financial Capacity

1.1.1 To be eligible for making a Bid under the Bid Document, a Bidder shall fulfill the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”),

(I) the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date, have:

- (i) paid for, or received payments for, construction of Eligible Project(s); and/ or
- (ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 as specified below in Clause 1.2; and/ or
- (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 as specified below in Clause 1.2, such that the sum total of the above, as further adjusted in the manner provided below, is more than Rs. 754.00 Crore (Rupees. Seven Hundred Fifty Four crore only) (the “**Threshold Technical Capability**”).

Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 as specified below.

(B) **Financial Capacity:** The Bidder shall have a minimum Net Worth (the “**Financial Capacity**”) of Rs. 188.50 Crore (Rupees One Hundred Eighty Eight Crore and Fifty lakh only) at the close of the preceding financial year². In case of a Consortium, the combined Technical Capacity and Net Worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility³;

Provided further that each Member of the Consortium shall hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. .

1.1.2 **O&M:** The Bidder shall engage experienced O&M contractor(s) or hire qualified and trained personnel for operation and maintenance of the Project in conformity with the provisions of the concession agreement.

1.2 Eligible Experience and Evaluation

1.2.1 The following categories of experience would qualify as Technical Capacity and eligible experience (the “**Eligible Experience**”) in relation to eligible projects as stipulated below (the “**Eligible Projects**”):

¹ NHAI / Lender’s Agent may, in their discretion, impose further obligations / eligibility criteria during approval process of substitution.

² In case a Bidder has issued any fresh Equity Capital during the current financial year, the same shall be permitted to be added to the Bidder’s Net Worth subject to the Statutory Auditor of the Bidder certifying to this effect.

³ NHAI may, at its discretion, impose further obligations in the concession agreement.

Category 1: Project experience on Eligible Projects in highways sector that qualify as per the criteria mentioned below;

Category 2: Project experience on Eligible Projects in core sector that qualify as per the criteria mentioned below;

Category 3: Construction experience on Eligible Projects in highways sector that qualify as per the criteria mentioned below;

Category 4: Construction experience on Eligible Projects in core sector that qualify as per the criteria mentioned below;

For the purpose herein:

- (a) highways sector would be deemed to include highways, expressways, bridges, tunnels and airfields; and
- (b) 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 development.⁴

1.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

1.2.3 For a project to qualify as an Eligible Project under Categories 1 and 2:

- (a) It should have been 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;
- (b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
- (c) the capital cost of the project should be more than Rs. 75.40 Crore (Rupees Seventy Five crore and Forty lakh only); and
- (d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid 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.

1.2.4 For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 75.40 Crore (Rupees Seventy Five crore and Forty lakh only); 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.

⁴ Real Estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Bidder.

- 1.2.5 The Bidders shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 1.2.6 A Bidder's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified above in Clause 1.1.1 (A), divided by one crore and then multiplied by the applicable factor in Table below. In case the Bidder(s) has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table: Factors for Experience across categories	
	Factor
Category 1	1.45
Category 2	0.85
Category 3	0.85
Category 4	0.45

- 1.2.7 The Experience Score determined in accordance with above Clause 1.2.6 in respect of an Eligible Project situated in a developed country which is a member of Organisation for Economic Co-operation and Development (OECD) shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.
- 1.2.8 Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 1.2.9 The credentials of eligible Bidder(s) shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

Please note that the above eligibility criteria is for reference purpose only. Detailed eligibility criteria along with requisite annexures, formats of certificates are available in the bid document.

Annexure-III
Format of Cover Letter

[On the Letterhead of the Bidder]

Date:

The AGM & RM AMT- II,
State Bank of India,
9th Floor, Overseas Branch,
Jawahar Vyapar Bhavan,
1, Tolstoy Marg,
New Delhi – 110001
Kind Attention: Mr. Amit Ranjan

Subject: Submission of Non-Disclosure Undertaking, KYC documents, details for access to electronic data room and confirmation of payment of non-refundable fee for purchase of bid document.

Dear Sir,

In response to the public advertisement in on inviting bids for from prospective Bidders, to take over the rights and obligations under the Concession Agreement executed between Concessionaire and NHAI, we have attached necessary information according to the prescribed form and paid the non-refundable fees of Rs. 2,00,000 (Rupees Two Lakhs) plus applicable taxes by means of RTGS to the account number 37608346118 IFSC Code: SBIN0004803. The information furnished by us is true, correct and accurate. Based on this information, we understand that you would be able to provide us the bid document and access to electronic data room.

Sincerely yours,

On behalf of the firm/company/organization/consortium:

Signature: _____

(to be signed by the authorized signatory)

Name of signatory:

Designation:

Company Seal/stamp

Enclosed:

1. *Non-Disclosure Undertaking (NDU) Format as per Annexure IV*
2. *Know Your Customer (KYC) documents (Format as per Annexure V)*
3. *Contact Details of Person for electronic data access (Format as per Annexure VI)*
4. *Proof of payment of non-refundable fees – RTGS UTR / Acknowledgement receipt*

Copy:

Vice President
SBI Capital Markets Limited,
4th Floor, Sood Towers (East Tower),
25, Barakhamba Road

New Delhi- 110001, India
Kind Attention: Mr. Rahul Gupta

Annexure-IV

Format of Non-Disclosure Undertaking (NDU)

[On the Letterhead of the Bidder]

Date:

To,

The AGM & RM AMT- II,
State Bank of India
9th Floor, Overseas Branch,
Jawahar Vyapar Bhavan,
1, Tolstoy Marg,
New Delhi – 110001
Kind Attention: Mr. Amit Ranjan

SBI Capital Markets Limited
4th Floor, Sood Towers (East Tower),
25, Barakhamba Road,
New Delhi-110001, India
Kind Attention: Mr. Rahul Gupta, Vice President

Subject: Non-Disclosure Undertaking (“NDU”)

We,[insert the name of the Bidder] having our registered office at
(hereinafter referred to as the “**Receiving Party**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof include its successors and permitted assigns), irrevocably and unconditionally undertake the following:

- A. The Receiving Party has received, and may further receive, Confidential Information (as defined hereinafter) from State Bank of India having its corporate centre at State Bank Bhavan, Corporate Centre, Madame Cama Road, Mumbai, Maharashtra – 400021 also having branch office at State Bank of India, 9th Floor, Overseas Branch, Jawahar Vyapar Bhawan, 1 Tolstoy Marg, New Delhi – 110001 and SBI Capital Markets Limited having its registered office at 202, Maker Tower E, Cuffe Parade, Mumbai, Maharashtra - 400005 also having regional office at SBI Capital Markets Ltd., 4th Floor, Sood Towers (East Tower), 25, Barakhamba Road, Delhi-110001 (hereinafter collectively referred to as the “**Disclosing Parties**” which expression shall, unless repugnant to or inconsistent with the context or meaning thereof include each of its successors and permitted assigns) either directly or through any other person acting on behalf of the Disclosing Parties, in connection with the bidding process to substitute a Concessionaire (“**Company**”) of an operational BOT toll Road project in the state of Karnataka on build, operate and transfer (BOT) toll basis (“**Project**”) by National Highway Authority of India (“**NHAI**”) pursuant to a concession agreement dated April 08, 2011 executed between the Concessionaire and NHAI (“**Concession Agreement**”), subject to and in accordance with the provisions of the Concession Agreement and the Substitution Agreement (as defined in the Concession Agreement) and take over the Project (hereinafter referred to as the “**Proposed Transaction**”).
- B. The Receiving Party and any officer, employee, director, advisor, Associate, investor, potential financing source, or any other person concerned or other person acting on its behalf (“**Representative**”) shall maintain the Confidential Information on a strictly confidential basis on the terms and conditions set out below:

1. NON DISCLOSURE

- 1.1 “**Confidential Information**” means the information disclosed or submitted to the Receiving Party or any Representative of the Receiving Party by the Disclosing Parties or any of its

Representatives in written, representational, electronic, verbal or other form and includes all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, human resource information and any other information disclosed or submitted in connection with or related to the Proposed Transaction including without limitation information on the contents and existence of this NDU and analyses, compilations, studies and other documents which contain or otherwise reflect or are generated from any Confidential Information or conspicuously designated as "**Confidential**" or "**Proprietary**" at the time of written disclosure by any of the Disclosing Parties.

- 1.2 Confidential Information divulged by any of the Disclosing Parties to the Receiving Party will be received and treated by the Receiving Party as strictly confidential and the Receiving Party shall not, without the prior written consent of the Disclosing Parties or as expressly permitted herein, disclose, publish or reveal or cause it to be disclosed, published or make available to any other person, or use or allow others to disclose or use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in Clause 1.3 below.
- 1.3 The Receiving Party may disclose the Confidential Information disclosed under this NDU to its Representatives on a "need to know" basis, for the sole purpose of enabling assessment and evaluation of the Proposed Transaction subject to such Representative being bound the confidentiality obligation set out hereunder. However the Receiving Party will remain responsible for any breach of the terms of this NDU by any of its Representatives to whom the Confidential Information is disclosed by the Receiving Party.
- 1.4 The Receiving Party and its Representatives shall exercise no lesser security or degree of care than it applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the Confidential Information would exercise.
- 1.5 The Confidential Information shall not be copied or reproduced by the Receiving Party or its Representatives at any time except on a "need basis" for the purpose of evaluation of the Proposed Transaction.

2. EXCEPTIONS

The Receiving Party's obligations hereunder, shall not apply to Confidential Information if the same:

- 2.1 at the time of its disclosure, is in public domain or which after disclosure becomes part of public domain through no fault of the Receiving Party or its Representatives; or
- 2.2 prior to its disclosure to the Receiving Party in connection with the Proposed Transaction was already in the possession of the Receiving Party lawfully or thereafter becomes known to the Receiving Party on a non-confidential basis from a source other than the Disclosing Parties; or
- 2.3 is or has been developed independently by the Receiving Party without reference to or reliance on the Disclosing Parties Confidential Information; or
- 2.4 is approved for disclosure in writing by the Disclosing Parties.

3. NON DISCLOSURE OF PROPOSED TRANSACTION

- 3.1 Unless disclosure is required under applicable laws, court orders or any order from a regulatory or governmental authority or as permitted under Clause 1.3 above, it is agreed by the Receiving Party that without the prior written consent of the Disclosing Parties, the Receiving Party shall not disclose or direct its Representatives to disclose to any third party or person or entity (a) that the Confidential Information has been made available to the Receiving Party or its Representatives, (b) that discussions or negotiations are taking place concerning a

possible transaction between Disclosing Parties and the Receiving Party; or (c) any terms, conditions or other facts with respect to any such possible transaction, including the status thereof.

- 3.2 The Receiving Party understands and acknowledges that the Confidential Information is being provided by each of the Disclosing Parties without any representation or warranty, express or implied, as to the sufficiency, accuracy or completeness of the Confidential Information and it shall not have any liability whatsoever to Receiving Party or its Representatives relating to or resulting from the use of the Confidential Information.
- 3.3 The Receiving Party agrees that unless and until definitive documentation regarding consummation of the Proposed Transaction have been executed, neither the Disclosing Parties nor the Receiving Party will be under any legal obligation of any kind whatsoever with respect to a Proposed Transaction by virtue of this NDU except for the matters specifically agreed to herein.

4. COMPELLED DISCLOSURE

The Receiving Party may disclose Confidential Information to the extent necessary pursuant to applicable laws, regulation, court order, or other legal process, or is required by rules of any stock exchange on which shares or other securities of the Receiving Party are listed, provided the Receiving Party notifies each of the Disclosing Parties of the existence, terms and circumstances surrounding such requirement of disclosure so that the Disclosing Parties may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this NDU.

5. PROPERTY OF CONFIDENTIAL INFORMATION

All Confidential Information disclosed or made available shall be and shall remain the property of the Disclosing Parties.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Within fifteen (15) days of being so requested in writing by the Disclosing Parties, the Receiving Party shall return or destroy the Confidential Information and all copies thereof, save for such copies as may be required to be retained by applicable laws. The Receiving Party shall be obligated to inform the Disclosing Parties in writing, the information detained by in this regard. Any Confidential Information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in this NDU.

7. INJUNCTIVE RELIEF

Without prejudice to any other rights or remedies that the Disclosing Parties may have, the Receiving Party agrees and acknowledges that in the event of a breach or threatened breach by the Receiving Party of the provisions of this NDU, money or damages may not be an adequate remedy for a breach of any of the provisions of this NDU and it is reasonable that the Disclosing Parties shall be entitled to the injunctive relief, specific performance and other equitable relief for any threatened or actual breach of the provisions of this NDU by the Receiving Party.

8. NO LICENSES

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information.

9. TERM

This NDU shall remain valid and binding on the Receiving Party until the expiry of one (1) year from the date of this NDU or signing of definitive documents in relation to the Proposed Transaction, whichever is later.

10. GOVERNING LAW

This NDU shall be governed by and construed in accordance with the laws of India and the courts in New Delhi shall have exclusive jurisdiction.

11. MISCELLANEOUS

11.1 No failure or delay by any of the Disclosing Parties in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this NDU shall not affect the validity or enforceability of any other provisions of this NDU, which shall remain in full force and effect. Nothing in this NDU shall be implied, except as required under statute.

11.2 The authorized signatory of the Receiving Party signing this NDU, for and on behalf of the Receiving Party, has been duly authorized by the Receiving Party in this regard through a valid power of attorney, issued by the Receiving Party in favour of such authorized signatory in compliance with applicable law.

For and on behalf of [*insert the name of the Receiving Party*]

Authorized Signatory

Name:

Designation:

Note: The NDU has to be stamped appropriately at the place of execution.

Annexure-V

Format of Know Your Customer (KYC) documents

1.1 Name and Address

Name of the Interested Party:

Address:

Telephone No:

Fax:

Email:

1.2 Date of establishment of Interested Party/Promoter Group:

1.3 Core area of expertise of the Interested Party:

1.4 Contact Person:

Name:

Designation:

Telephone No:

Email:

1.5 CIN/GST/PAN or equivalent details of Interested Party:

CIN NO:

GST No:

PAN No:

1.6 Brief Profile of Interested Party:

1.7 Legal Documents:

- Copy of the legal registration, CIN, GST and PAN registration certificates of the firm, with their latest renewals, wherever applicable.
- Copy of Certificate of Incorporation, MoA, AoA

1.8 Authorized Signatory:

- A resolution from the Board of Directors or Power of Attorney to its managers, officers, employees to sign NDU/other requisite documents on his behalf of the Interested Party.
- An officially valid document such as the passport, the driving license, the Permanent Account Number (PAN) card, the Voter's identity card in respect of managers, officers or employees holding an attorney to sign NDU/other requisite documents on his behalf of the Interested Party.
OR
- In case the documents are executed by the Key Managerial Personnel (KMP) of the Company; the proof of such person being a KMP along with an officially valid document as mentioned above.

In case of consortium, the above details of each member of the consortium to be provided.

Annexure-VI

Format of Contact details of officials for access to electronic data room

Name and Address of maximum 2 (two) contact persons from the Interested Party requiring access to electronic data room

Name:

Designation:

Address:

Telephone No:

Fax:

Email: