

KARNATAKA URBAN WATER SUPPLY MODERNIZATION PROJECT



**Request for Proposal (RFP) Document for Procurement of
Services of Operator for Cost Effective and Sustainable Up-scaling of Continuous (24x7) Pressured
Water Supply, its Operation and Management in
Hubballi-Dharwad (Hubli-Dharwad) City of Karnataka, India**

Mar 2015

**Karnataka Urban Infrastructure Development & Finance Corporation (KUIDFC),
Silver Jubilee Block, 2nd Floor, Unity Building Annexe, 3rd Cross, Mission road,
BANGALORE-560027**

Phone: 91-080-22232021, 22232134 Fax: 91-080-22232157 Email: tmkuwsmp@kuidfc.com

KARNATAKA URBAN WATER SUPPLY MODERNISATION PROJECT (KUWSMP)

LETTER OF INVITATION

KUIDFC/KUWSMP/RFQ/24x7-WS/HDW/2013-14/194

Date: 31st Mar 2015

To,

1.	Suez Environnement India Private Limited
2.	Veolia Water India Pvt. Ltd
3.	Maynilad Water Services. INC (Philippines) in JV with Miya Water Projects Netherlands B.V (Netherlands) and Shah Technical Consultants (P) Ltd
4.	F.C.C Aqualia, S.A (Spain) in JV with SPML Utilities Limited, India
5.	INDAAQUA - Indústria e Gestão de Águas, S.A.(Portugal) in JV with Tahal Consulting Engineers Limited (Israel) and Vishvaraj Infrastructure Limited
6.	Ranhill Utilities Sdn Bhd (Malaysia) in JV with Z & A P. Antonaropoulos and Associates S.A. (Greece) And IL & FS Water Ltd, India

Sub: Contract No. KUWSMP- WB118-01/14 - Cost Effective and Sustainable Up-scaling of Continuous (24x7) Pressured Water Supply, its Operation and Management in Hubballi-Dharwad City of Karnataka, India – Request for Proposal (RFP)

Sir/Madam,

Pursuant to your Application in response to our Request for Qualification for the above said Project (the "RFQ"), you were qualified/ conditionally qualified as a Bidder, vide our letter dated 17.12.2014.

You are requested to participate in the Bid Stage and submit an Electronic Bid (the "**Bid**") for the aforesaid Project in accordance with terms and conditions set forth in this RFP. If you were conditionally qualified on the basis of a Letter of Intent to formally enter into a Joint Bidding Agreement, you are hereby reminded of the requirement in para 2.2.6 (A) of the RFQ to submit original copy of your executed Joint Bidding Agreement, signed by all members named in the Application to the following address., Further, You are requested to submit original format for Undertaking of parent company or associate whose experience has been provided for qualifying in the format provided in Appendix VII of the RFP at least 15 (fifteen) days prior to the Bid Due Date to the following address.

Karnataka Urban Infrastructure Development & Finance Corporation Bangalore, India
2nd Floor, Unity Building Annexe, 3rd Cross, Mission Road,
City: Bangalore
ZIP Code: 560 027
Country: India

An acknowledgement of the above submission shall be obtained from the office of KUIDFC.

The Government of Karnataka (GOK), through the Government of India, has applied for a loan from the International Bank for Reconstruction and Development (IBRD of World Bank) towards the cost of Karnataka Urban Water Supply Modernization Project (KUWSMP). It is intended that part of the proceeds of this loan will be applied to eligible payments for this Contract. The Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits, (January 2011)*.

Bid is to be submitted through electronic mode and the original copies of certain documents as provided in the RFP are to be submitted as hard copy. The bidding documents are available on e-procurement website of Government of Karnataka (www.eproc.karnataka.gov.in). Clarifications, if any, are to be

sought by the prospective bidders the same shall be posted on the e-procurement portal as queries/request for clarification with the help of option menu "Queries" on or before 20th April 2015. Queries received subsequent to this date will not be entertained.

The RFP Processing fee as detailed under the e-procurement website is to be paid through any of the e-payment modes of e-procurement portal of Government of Karnataka.

The Bid security for an amount of **Rs 3.84 crores** (Rupees Three crores and eighty four lakhs only) to be paid as per clause 2.2.7 of the RFP.

Bids can be uploaded on e-procurement portal before the Bid Due Date and the original hard copies of certain document as set out in RFP shall be submitted within the date and time as set out in the RFP.

Subject to the applicable provisions of this RFP, the Contract will be awarded to the Bidder (i) whose Bid is substantially responsive to the requirements of the Bidding Documents, and (ii) whose Evaluated Bid Price is the lowest for performing the Contract, to be determined by the KUIDFC through evaluation and comparison of Bids as per the procedure laid out in the RFP.

Yours faithfully,

Sd/-

MANAGING DIRECTOR
KUIDFC, BANGALORE

GLOSSARY

Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.17.1
Bids	As defined in Clause 1.2.2
Bid Due Date	As defined in Clause 1.3
Bid Security	As defined in Clause 2.17.1
Bid Stage	As defined in Clause 1.2.2
Bid Validity Period	As defined in Clause 2.15
Bidding Documents	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bidders	As defined in Clause 1.1.1
Conflict of Interest	As defined in Clause 2.2.13
Cr	Crore, number equal to 10 (ten) million
Contract	As defined in Clause 1.1.1
Data Room	As defined in Clause 1.1.3
Evaluated Bid Price	As defined in Clause 3.3.1
e-procurement Portal	As defined in Clause 2.11.2
Financial Bid	As defined in Clause 2.10.2
Government	Government of Karnataka
Joint Venture	As defined in Clause 1.1.2
Jt. Bidding Agreement	As defined in Clause 2.3.1
LOA	As defined in Clause 3.3.6
Member	Member of a Joint Venture bidding for the project
Operator	As defined in Clause 3.3.7
Project	As defined in Clause 1.1.1
Project Report or PR	As defined in Clause 1.1.3
Qualification Stage	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
Relevant Associate	As defined in Clause 2.2.16
RFP or Request for Proposals	As defined in the Disclaimer
RFQ or Request for Qualification	As defined in Clause 1.2.1
Selected Bidder	As defined in Clause 3.3.7
SPV or Special Purpose Vehicle	As defined in Clause 1.1.2
Technical Capacity	As defined in Clause 2.4.1
Test of Responsiveness	As defined in Clause 3.2.1

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

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of KUIDFC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by KUIDFC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for KUIDFC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. KUIDFC has taken all reasonable measures to ensure that the information and data provided in this RFP are correct. However, Bidders should satisfy themselves through due diligence that the Bidding Documents listed in Clause 2.1 of this RFP contain no errors or other defects. Each Bidder should, therefore, conduct its own investigations and analysis and obtain independent advice from appropriate sources for taking part in the Bidding Process.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may 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.

KUIDFC, 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 RFP.

The issue of this RFP does not imply that KUIDFC is bound to appoint the selected Bidder or Operator, as the case may be, for the Project. KUIDFC reserves the right to reject all or any Bidders or Bids without incurring any liabilities to the Bidders.

Karnataka Urban Water Supply Modernization Project (KUWSMP)

1. INTRODUCTION

1.1	Background	1.1.1	<p>The Government of India has applied for financing the amount of US\$ 190 million equivalent from the World Bank towards the cost of the <i>KARNATAKA URBAN WATER SUPPLY MODERNIZATION PROJECT (KUWSMP)</i>, and it intends to apply part of the proceeds of this loan to eligible payments under this contract.</p> <p>KUWSMP will support the Government of Karnataka (GoK) and all the three participating urban local bodies (“ULBs”) to achieve the project development objective to "Improve water service quality to a continuous supply (24x7) across the three project cities of Belagavi, Kalaburgi and Hubballi-Dharwad in the state of Karnataka, through the establishment of institutionally and financially sustainable service delivery arrangements at ULB level". The project will be implemented on behalf of GoK by the Karnataka Urban Infrastructure Development & Finance Corporation (KUIDFC). The key project activities include financing goods, works and services to improve water supply systems in these three cities to 24X7 by investing in improved capacity to meet water demand, reduced non-revenue water, network expansion, setting up of city level water institutions (SPV) and hiring an operator for each City to strengthen and manage the systems for a longer duration (12 years). The operator will also strengthen the city level institutions. The project will support the state in strengthening the urban water sector. It is intended that the GoK, through loan assistance from World Bank, would finance up to 70% of total project cost including the transition costs. The remainder and the O&M costs will come from the ULB.</p> <p>A single contract (the “Contract”) will be let for the cost effective and sustainable Up-scaling of the water supply system in Hubballi-Dharwad City to provide Continuous (24x7) Pressured Water Supply, together with the Operation and Maintenance thereof (the “Project”). KUIDFC (the “Authority”), on behalf of ULB, is carrying out a bidding process for selection of an Operator to whom the Contract may be awarded. Brief particulars of the Contract are as follows:</p> <ul style="list-style-type: none"> • Name: Cost effective and Sustainable Up-scaling of Continuous (24x7) Pressured Water Supply, its Operation and Management in Hubballi-Dharwad City of Karnataka, India. • Project Period: Project period is intended to be 12 years, consisting of <ul style="list-style-type: none"> • One year of start-up period covering a comprehensive assessment of the existing system, the preparation and submission of the Service Improvement Plan for the city and an advance procurement plan, together with preparation and procurement of some advance third party contracts. • Three year transition period with the Operator acting as construction manager for the design, procurement of
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			<p>construction and supervision of the facilities and of utility systems to convert water supply system of Hubballi-Dharwad to continuous pressurized water supply, together with operation and maintenance of existing system and the converted supply zones as they move to 24x7 supply; and</p> <ul style="list-style-type: none"> • Eight year sustaining period covering operation and maintenance of the continuous pressured water supply system. <p>• World Bank Assistance: The World Bank assistance is expected during the first 6 years of the project period.</p> <p>The Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in the World Bank's <i>Guidelines: Procurement under IBRD Loans and IDA Credits, (January 2011)</i> and is open to prequalified/conditionally qualified bidders who continue to meet all eligibility conditions.</p> <p>The RFP is available online at Government of Karnataka's e-procurement website: https://eproc.karnataka.gov.in</p> <p>KUIDFC has pre-qualified/conditionally pre-qualified suitable Applicants who are invited to participate in an open competitive bidding process (the "Bidders"), for awarding the Project in accordance with the procedure set out herein.</p>
		1.1.2	<p>The Bidder selected for the project may be a single entity, or a group of entities (the "Joint Venture"), coming together to implement the Project. The term Bidder used herein would apply to both, a single entity and a Joint Venture.</p> <p>The Bidder selected for the project may choose to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "SPV") prior to the execution of the Contract that shall undertake and perform the obligations and exercise the rights of the Selected Bidder (Single Entity or Joint Venture) under the Letter of Award (LOA), including the obligation to enter into the Contract pursuant to the LOA for executing the Contract. The Contract to be entered shall be in the form provided by KUIDFC as part of the Bidding Documents pursuant hereto.</p>
		1.1.3	<p>The Scope of work under the Contract will include a comprehensive assessment of the existing system, cost effective design of works needed for upgrading the system to a continuous pressured water supply, procurement of works/goods/services as Construction Manager for the Hubballi-Dharwad Municipal Corporation, construction supervision, system operation, maintenance of the system and customer relations (including customer interface, billing and collection) of this continuously pressured water supply system to be performed in 3 stages over the contract period of 12 years.</p> <p>The Bidders are advised to refer to the Project Report ("PR") for the project.</p> <p>KUIDFC has established a data room ("Data Room") for information purposes with some relevant data. The documents that are available in the Data Room shall be sent to the Bidder's address in electronic format in the form of a Compact Disc.</p>

		1.1.4	For the purpose of submitting Bids, Bidders shall make their own assessments of actual costs.						
		1.1.5	The bidder selected for the Project will be entitled to Payments in the manner specified in the Contract, which is part of the Bidding Documents identified in Clause 2.1.						
		1.1.6	The Contract, which is attached to this RFP for reference, sets forth the detailed terms and conditions for award of the Contract to the Operator, including the scope of the Operator's services, performance and fulfilment of obligations and rights in accordance with the provisions of this Contract and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Contract.						
		1.1.7	Qualified/ conditionally qualified Bidders shall prepare their Bids in accordance with this RFP and other documents uploaded on the e-procurement portal by KUIDFC. Bids shall be submitted in accordance with this RFP and as modified, altered and amended by KUIDFC on or before the date for the submission of bids, as specified in Clause 1.3, (the " Bid Due Date ").						
1.2	Brief description of Bidding Process	1.2.1	KUIDFC 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 which involved the qualification of interested Single Entities and Joint Ventures based on the RFQ has been completed and all Applicants have been informed of the results of the Qualification Stage. Only applicants who were qualified / conditionally qualified for this project herein referred as "Bidders" have been requested to participate in the bidding process and submit bids.						
		1.2.2	In this second stage (the " Bid Stage "), qualified/ conditionally qualified Bidders are being called upon to electronically submit their financial bids other enclosures thereto (the " Bids ") in accordance with the terms specified in the Bidding Documents.						
		1.2.3	The Bidding Documents shall mean documents listed in Clause 2.1 (the " Bidding Documents "). Any addenda issued by KUIDFC subsequent to issuing this RFP shall be deemed to form part of the Bidding Documents.						
		1.2.4	Financial bids are invited on the basis of evaluation procedure prescribed in clause 3.3 of the RFP.						
		1.2.5	During the Bid Stage, the Bidders are invited to examine the Project in detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for award of the Contract.						
		1.2.6	Details of the bidding and award process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.						
		1.2.7	As further described in Clause 2.8, Bidders requiring any clarification concerning this RFP may submit their queries before the Last Date for Receiving Queries in clause 1.3.						
1.3	Schedule of Bidding Process		<p>The Authority shall endeavour to adhere to the following schedule:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">Bid Stage</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Date of Invitation to Submit Bids on RFP</td> <td style="text-align: center;">31st Mar 2015</td> </tr> </tbody> </table>	Bid Stage			1	Date of Invitation to Submit Bids on RFP	31st Mar 2015
Bid Stage									
1	Date of Invitation to Submit Bids on RFP	31st Mar 2015							

			2	Last date for receiving queries on RFP	20th April 2015
				Date of site visit	<p>A site visit to Hubballi-Dharwad will take place at the following date, time and place:</p> <p>Date: 09th April 2015 Time: 11.00 hrs (local time) Place: Hubballi-Dharwad Municipal Corporation Sir Siddappa Kambli road,, Hubballi - 580028</p>
			3	Pre-Bid meeting	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: 23rd April 2015 Time: 11.00 hrs (local time) Place: Karnataka Urban Infrastructure Development & Finance Corporation, 2nd Floor, Unity Building Annexe, 3rd Cross, Mission Road, City: Bangalore ZIP Code: 560 027 Country: India Telephone: +91-80 22232 021/134/359 + 91- 80 2212 6758/59/61 Facsimile number: +91-80 22232157</p>
			4	Last Date for Responding to Queries on RFP	7th May 2015
			5	Last Date for submission of the joint bidding agreement and the undertaking of parent company, if applicable	13th May 2015
			6	Bid Due Date	<p>The deadline for bid submission is:</p> <p>Date: 27th May 2015 Time: 17.00 hrs (Server time)</p>
			7	Last date for	Date : 02nd Jun 2015

				Submission of hard copies of documents	Time: 17.00 hrs (local time)
			8	Opening of Bids	The Bid opening shall take place at: Date: 03rd Jun 2015 Time: 11.30 hrs Karnataka Urban Infrastructure Development & Finance Corporation, 2nd Floor, Unity Building Annexe, 3rd Cross, Mission Road, City: Bangalore ZIP Code: 560 027 Country: India Telephone: +91-80 22232 021/134/359 + 91- 80 2212 6758/59/61 Facsimile number: +91-80 22232157
			9	Letter of Award (LOA)	Within Bid Validity Period of 120 days from Bid Due Date
			10	Signing of Contract	Within 45 days of acceptance of LOA

2. INSTRUCTIONS TO BIDDERS

A. BIDDING DOCUMENTS

2.1			The Bidding Documents comprise of: Vol I: Request for Proposal (RFP) Vol II: Part I Systems Improvement and Operations Agreement. Part II Schedules Vol III: Addenda to RFP if any
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B. TERMS OF BIDDING

2.2	General Terms of Bidding	2.2.1	A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a Member of a Joint Venture shall not be entitled to submit another bid either individually or as a Member of any other Joint Venture, as the case may be. A Bidder who submits or participates in more than one Bid will cause all Bids in which the Bidder has participated to be disqualified.
		2.2.2	The Bidders shall familiarise themselves with the terms and conditions of the Contract and the rights and obligations thereof.

		2.2.3	The Bidders shall satisfy themselves for adequacy of the information in the DPR –and the data room] before submitting bids.
		2.2.4	The Financial Bid quoted by the Bidder shall consist of Set-up Period Fee, Transition Period Fee, Sustaining Period Fee, payable to the Operator as per the terms and conditions of the Contract. Further details in clause 2.10.2.
		2.2.5	The Financial Bid shall be furnished exclusively in the format at Appendix – I, “ Letter Comprising the Bid ” and indicated clearly in both figures and words. In the event of any difference between the figures and words, the amount indicated in words shall be taken into account. The Letter Comprising the Bid shall be signed by the Bidder’s authorised signatory.
		2.2.6	<p>The currency of the bid and the currency of payments shall be as below:</p> <p>For the purpose of the Financial Bid, the Bidder shall quote in Indian Rupee, and/or any three foreign currencies: Euro, USD and Pound. For evaluation purposes all the foreign currencies would be converted into local currency as per details below:</p> <p style="padding-left: 40px;">The single currency for the Indian Rupee (INR) conversion of all prices expressed in various currencies</p> <p style="padding-left: 40px;">The official source of the selling Reserve Bank of (exchange) rate India</p> <p style="padding-left: 40px;">The date of the exchange rate 28 days prior to Bid Due Date</p> <p>The foreign currency payments shall only relate to invoices to be paid during Start Up and Transition Period.</p> <p>(a) in respect of those components of the services in the Project which the Bidder expects to provide from within India, the Bidder shall quote in Indian Rupees (INR); and</p> <p>(b) in respect of those components of the services in the Project which the Bidder expects to provide from outside India, the Bidder shall quote in any of the three foreign currencies viz., Euro, USD, Pound along with the exchange rate used in calculating local currency equivalent amount of these foreign currency payment requirements.</p> <p>Bidders may be required by the KUIDFC to justify, to the KUIDFC’s satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Format of Financial Bid, are reasonable and the bidder will demonstrate that the foreign exchange portion corresponds to the foreign component, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.</p>
		2.2.7	<p>The Bidder shall deposit, along with its Bid, a Bid Security, in favour of KUIDFC, in the amount of Indian Rs. 3.84 crores (Indian Rupees Three crores and eighty four lakhs only) via any of the following e-payment modes of e-procurement portal in accordance with clause 2.17 of this RFP.</p> <ul style="list-style-type: none"> • . Instant Payments <ul style="list-style-type: none"> ○ Credit Card

			<ul style="list-style-type: none"> ○ Debit Card ○ Net banking ● Deferred Payments <ul style="list-style-type: none"> ○ National Electronic Fund Transfer (NEFT) ○ Over the Counter (OTC) – Designated ICICI bank branches located across the country. (List of designated ICICI banks is available for download at https://eproc.karnataka.gov.in/documents/icici_bank_branch_list.zip) ● Bank Guarantee (in case of Bank guarantee the original shall be submitted prior to the last date for submission of hard copies as specified in 1.3) <p>Please note that payments submitted through Cheque shall not be accepted. Further details regarding e-Payment, please refer to e-Procurement website – www.eproc.karnataka.gov.in</p>
		2.2.8	The Bidder shall submit a scanned copy of Power of Attorney as per format at Appendix – III, authorising the signatory of the Bid to commit the Bidder. The original POA shall be submitted along with original Bid Security to KUIDFC’s office, so as to reach before the Last Date for Submission of Hard Copies of Documents specified in clause 1.3.
		2.2.9	In case the Bidder is a Joint Venture, each Member thereof should furnish a Power of Attorney favouring Lead Member of the Joint Venture as per format at Appendix – IV The scanned copy of the same shall be uploaded the bid in electronic mode within the Bid Due Date and the original shall be sent to KUIDFC’s office so as to reach before the Last Date for Submission of Hard Copies of Documents specified in clause 1.3.
		2.2.10	KUIDFC’s determination of a Bid’s responsiveness will be based solely on the contents of the Bid itself. A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation or omission is one that, <ul style="list-style-type: none"> (a) if accepted would (i) affect in any substantial way the scope or performance of the obligations in the Contract, or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the KUIDFC/ULB’s rights or the Operator’s obligations under the Contract, or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>In this context, “Deviation” shall be defined as a departure from the requirements of the Bidding Documents. “Reservation” shall be defined as the setting of limiting conditions or withholding from the complete acceptance of the requirements in the Bidding Documents. “Omission” shall be defined as the failure to submit part or all of the information or documentation required in the Bidding Documents.</p>
		2.2.11	The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
		2.2.12	The Bidding Documents including this RFP and all attached documents, provided by KUIDFC are and shall remain or becomes the property of KUIDFC and are transmitted to the Bidders solely for the

			purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders.
	Conflict of Interest	2.2.13	<p>Any Bidder found to have a conflict of interest (the 'Conflict of Interest') shall be disqualified. A Bidder, a Joint Venture Member, or its Associate may be considered to have a Conflict of Interest with one or more Bidders, its Joint Venture Member or Associate 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 section 2 Clause72 of the Companies Act, 2013. Bidders can view the provisions of Section 2 Clause72 of the Companies Act, 2013 at http://www.mca.gov.in/Ministry/pdf/CompaniesAct2013.pdf. The current list of Public Financial Institutions is annexed at Appendix V. The Bidders 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 Bidder, or influence the decisions of the KUIDFC regarding this Bidding Process; or (v) The Bidder participates in more than one Bid in this Bidding Process either individually or as a Member in a Joint Venture. Such participation by the Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one Bid; or (vi) A Bidder or any of its Associates participated as a consultant in the preparation of the design or technical specifications related to the Project, that are subject of the bid; or (vii) A Bidder or any of its Associates has been hired (or is proposed to be hired) by the KUIDFC/ULB as Project Manager for the Project.
		2.2.14	A Bidder that has been sanctioned by the World Bank in accordance with Section 4 of this RFP or in accordance with the Bank 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, financially or otherwise, during such period of time as the Bank shall determine.
		2.2.15	This RFP is not transferable.

		2.2.16	For purposes of this RFP, “ Relevant Associate ” means an Associate whose technical capacity or net worth has been taken into account for the purpose of this Bid.
2.3	Change in Structure or Formation of the Joint Venture	2.3.1	<p>KUIDFC has invited bids only from Qualified/ Conditionally Qualified Bidders. Any changes in the structure or formation of a Bidder, after being qualified/ conditionally qualified by the Authority and invited to bid shall be subject to the written approval of KUIDFC prior to the Bid Due Date. Such approval shall be denied, if as a consequence of the change, the Bidder no longer substantially meets the technical or financial qualification criteria set forth in the RFQ or if in the opinion of KUIDFC, a substantial reduction in competition may result. Further, change in the composition of a Joint Venture may be permitted by KUIDFC, only where</p> <ol style="list-style-type: none"> a) The Lead Member continues to be the Lead Member of the Joint Venture; b) The substitute is at least equal, in terms of Technical Capacity and/or Financial Capacity, as the case may be, to the Joint Venture Member who is sought to be substituted and the modified Joint Venture shall continue to meet the qualification criteria for Applicants; <p>Qualified Applicants shall submit requests for changes in the structure or formation of the Joint Venture to KUIDFC 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 KUIDFC, submit to KUIDFC, a revised Joint Bidding Agreement as specified in Clause 2.2.6 (A) of the RFQ.</p>
		2.3.2	Subsequent to KUIDFC’s approval of the request for changes in the structure or formation of the Bidder, the Bidder shall submit with its Bid a scanned copy of revised Joint Bidding Agreement and a scanned copy of revised Power of Attorney for Lead Member of Joint Venture, in the form at Appendix-IV. Original Joint Bidding Agreement shall be submitted at least 15 (fifteen) days prior to the Bid Due Date and original POA shall be sent to KUIDFC office along with original Bank Guarantee for Bid Security, so as to reach KUIDFC before the Last Date for Submission of Hard Copies of Documents specified in clause 1.3. KUIDFC will neither consider Letters of Intent to form a Joint Venture in fulfilment of this requirement nor subsequently consider Bids which are not accompanied by a revised Joint Bidding Agreement and revised Power of Attorney for Lead Member of Joint Venture, in cases where KUIDFC has previously approved such changes at the Bidder’s request, in accordance with sub-clause 2.3.1.
2.4	Changes in Ownership	2.4.1	<p>By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was qualified on the basis of its own Technical Capacity and Financial Capacity as a single Bidder or in case of a Joint Venture, the combined Technical Capacity of Members who continue to satisfy the conditions of Technical Capacity as per RFQ. The Lead Member as nominated by the Members of the JV continues to meet the eligibility for qualification mentioned in Specific Experience in Water Service Provision {2.2.2 (A) (i) (a)} of RFQ.</p> <p>In case of a Joint Venture, the combined Financial Capacity of Members who continue to satisfy the conditions of Financial Capacity and the Lead Member continues to meet at least 50% of the Financial</p>

			<p>Capacity as mentioned in 2.2.2 (B) of RFQ.</p> <p>Moreover, each Member shall, till the end of Project Period, in the case of a JV, remain a member of the JV and in the case of an SPV hold equity share capital not less than 20% (twenty percent) of the subscribed and paid up equity of the SPV. However, any Member, except the Lead Member, may, with the prior approval of the ULB in writing, which shall not be unreasonably withheld, have its interest in the JV diluted or exit the JV, or in the case of an SPV reduce its shareholding to less than 20 % (twenty percent) of the subscribed and paid up equity share capital of the SPV, after a period of 6 (six) years from commencement of the project or two years after continuous pressured supply throughout the service area, whichever is later. The Lead Member shall continue to maintain its interest in the JV, or in the case of an SPV hold at least 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV for a period of 6 (six) years from commencement of the project or two years after continuous pressured supply throughout the service area, whichever is later. The Lead Member, may, with the prior approval of the ULB in writing, which shall not be unreasonably withheld, dilute but not extinguish its interest in the JV or in the case of an SPV reduce its shareholding to less than 51% but in no case, less than 26% of the subscribed and paid up equity share capital of the SPV, after 6 (six) years from commencement of the project or two years after commencement of Sustaining Period, whichever is later.</p> <p>The Bidder further acknowledges and agrees that the aforesaid obligation shall be in addition to such other obligations as may be contained in the Contract.</p>
		2.4.2	<p>In the event that there is a change in ownership of a single Bidder or a Joint Venture Member or a Relevant Associate whose Technical and Financial Capacity were considered for Qualification under the RFQ, and such change in ownership occurs after the Letter of Award (LOA) has been issued to the Selected Bidder, KUIDFC may, in its sole discretion, revoke the LOA from the Selected Bidder and appropriate its Bid Security. In such event, KUIDFC may award the Contract to the substantially responsive bidder quoting the second lowest price, to be determined by KUIDFC.</p>
2.5	Cost of Bidding	2.5.1	<p>The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. KUIDFC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.</p>
2.6	Site visit and verification of information	2.6.1	<p>Bidders are encouraged to visit and assess conditions at the Project site, prior to submitting their Bids, in order to ascertain for themselves the site conditions, location, surroundings, climate, availability of power, and other utilities for construction, access to site, weather data, applicable laws and regulations, and any other matter relevant for preparing the Bid and entering into the Contract. The costs of visiting the Project site shall be at the Bidder's own expense. KUIDFC shall organise a site visit at a time, place and date specified in Schedule of Bidding Process in Clause 1.3</p>
		2.6.2	<p>It shall be deemed, that by submitting a Bid, the Bidder has made a complete and careful examination of the Bidding Documents set out in</p>

			Clause 2.1 and all subsequent amendments.
2.7	Verification and Disqualification	2.7.1	Notwithstanding anything contained in this RFP, KUIDFC reserves the right to verify all statements, information and document submitted by the Bidder previously in response to the RFQ, currently in response to the RFP or the Bidding Documents. Any such verification or lack of such verification, by KUIDFC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of KUIDFC there under.
		2.7.2	KUIDFC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of the Contract, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders,
2.8	Clarifications	2.8.1	Bidders requiring any clarification on the RFP may notify KUIDFC by posting queries / request for clarifications on e-procurement portal on or before the Last Date for Receiving Queries on RFP shown in the Schedule of Bidding Process in Clause 1.3. The bidders can post the queries / request for clarification using option menu "Queries". Clarifications/queries submitted through any other mode shall not be considered by KUIDFC. KUIDFC shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. Response to the queries (including the query but without identifying the source of inquiry) will be uploaded on the portal (http://eproc.karnataka.gov.in). The bidder can view Response to the queries in the 'Addendum/Corrigendum' menu on e-Procurement Portal.
		2.8.2	If any clarification results in changes to the RFP, the Authority shall modify the RFP and issue an Addendum in accordance with Clause 2.9.
2.9	Addenda to RFP	2.9.1	At any time prior to the Bid Due Date, KUIDFC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by posting addenda in the e-procurement platform.
		2.9.2	The Addendum will be uploaded in e-Procurement platform, and an auto generated email will be sent to all bidders, The bidder can view the clarification in the 'Addendum/ Corrigendum' menu. It is the bidder's responsibility to refer the e procurement portal as frequently as possible to keep the track of addendums/corrigendums. .
		2.9.3	In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, KUIDFC may at its sole discretion, extend the Bid Due Date. Such Corrigendum incorporating the revised deadline for submission of the bid will be uploaded in e-Procurement Portal. It is the bidder's responsibility to refer the e-procurement portal as frequently as possible to keep the track of the addendums/corrigendums.
C.	PREPARATION AND SUBMISSION OF BIDS		

2.10	Format and Signing of Bid	2.10.1	The Bidder shall provide all the information sought under this RFP using the relevant forms furnished in the Appendices of this RFP. These forms shall be completed without any alterations to the text, unless it is indicated on these forms that another format substantially compliant with it will be acceptable. All blank spaces shall be filled in with the information requested. Where indicated on these forms, Bidders from outside India may submit forms executed according to the applicable law in the Bidder's country.
	Financial Bid	2.10.2	<p>The Financial Bid shall be submitted as per format given in Appendix-I. The Bidder has to quote separate prices for the following:</p> <ul style="list-style-type: none"> a) Part A Start-up Period Fee <ul style="list-style-type: none"> A1. Set-up costs A2. Customer survey A3. Topography survey A4. Management of Asset condition assessment A5. Preparation of SIP b) Part B –Transition Period Fee consisting of <ul style="list-style-type: none"> B1. Utility Systems Fee B2. Contract Management Fee B3. Standard Operating Procedures Fee B4. Annual Operation & Maintenance Fee (Year 2, 3 & 4) c) Part C - Sustaining Period Fee <ul style="list-style-type: none"> C1. Annual Operation and Maintenance Fee <p>The Bidder shall quote prices <i>including all taxes and duties</i> payable as per applicable law. The format for submission of Bids is given in Appendix I. Transition Period Fee and Sustaining Period Fee will be subject to price adjustment as per contract.</p>
		2.10.3	<p>The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position held by each person signing the authorization must be typed or printed below the signature</p> <p>Below procedure shall be followed for electronic submission of the bid:</p> <ul style="list-style-type: none"> • The bidder shall upload the bid through e-procurement platform https://www.eproc.karnataka.gov.in. The procedure for registration & submission is detailed in the URL above. No other mode of submission is permitted. • Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the application • For participation in bidding the bidder shall have to obtain Class-III Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Foreign bidders may obtain DSC from any Licensed Certifying Authority which has been recognized by the Controller of Certifying Authorities, Govt. of India as per details available at www.cca.gov.in. Bidders already possessing the digital signature issued from authorized CAs can use the same in this bid. Bidders should note that they are required to obtain separate DSCs for signing and encryption, issued by the same CA, for participating in the electronic bid submission. <p>The Requirements for Foreign Bidder / local bidder Registration, can</p>

			be downloaded from https://www.eproc.karnataka.gov.in
		2.10.4	DELETED
2.11	Financial Bid Enclosures	2.11.1	<p>The Bidder shall submit the Financial Bid and Enclosures thereto through the e-procurement portal only. The documents submitted by any other means is not acceptable. However the bidder shall submit specified original documents as indicated at B below.</p> <p>A. <u>Documents to be uploaded on e-procurement portal:</u> The Letter Comprising the Bid, as per Appendix I shall be uploaded along with the documents specified hereinafter. The documents required to accompany the Letter Comprising the Bid shall include:</p> <ol style="list-style-type: none"> a) Bid Security in the format of Appendix II (Form of Bid Security) b) Power of Attorney for signing of Bid in the format of Appendix III (Power of Attorney for Signing of Bid), and c) if applicable, the Power of Attorney from each Member authorising the Lead Member of Joint Venture in the format of Appendix IV (Power of Attorney for Lead Member of Joint Venture); and d) Anti-Collusion Certificate In Format Of Appendix VI e) if applicable, Board Resolution Of Relevant Associate(s) And Parent Company Or Ultimate Parent Guarantee in Format of Appendix VII f) if applicable, an acknowledgement copy from KUIDFC for submission of format For Undertaking Of Parent Company/subsidiary/associate as provided in Appendix VII. g) In case of conditionally Qualified Bidders, an acknowledgement copy from KUIDFC for submission of Joint Bidding Agreement. <p>B. <u>Original Bidding Documents to be submitted in a sealed cover:</u> The following original documents shall be submitted in a sealed cover within the Last Date for Submission of Hard Copies of Documents at KUIDFC address specified at clause 1.3</p> <ol style="list-style-type: none"> (i) Bank Guarantee as Bid Security. (ii) Power of Attorney for signing the bid (iii) Power of Attorney for the Lead Member, if applicable (iv) if applicable, original copy of an acknowledgement from KUIDFC for submission of format for Undertaking Of Parent Company (v) In case of conditionally Qualified Bidders, original copy of an acknowledgement from KUIDFC for submission of Joint Bidding Agreement.
		2.11.2	The bidder shall digitally sign and submit the Bid electronically through the e-Procurement platform: www.eproc.karnataka.gov.in (e-Procurement Portal) on or before the Bid Due Date. The required documents/undertakings should be uploaded in the relevant slots

			provided in the e-Procurement portal. In case the bidder wishes to upload additional documents, the same may be uploaded in additional document section.
2.12	Bids Due Date/Bid Submission	2.12.1	Bids in electronic form shall be submitted on the e-procurement portal no later than the date and time shown in Clause 1.3 as the Bid Due Date in the manner and form as detailed in this RFP. Specified original documents as indicated at B of Clause 2.11.1 shall be submitted no later than the date and time shown in Clause 1.3 as Last date for Submission of hard copies of documents
2.13	Late Bids	2.13.1	The e-Procurement system would not allow any late submission of bids after due date & time as per server system. After electronic online submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal of submission.
2.14	Modifications/ Substitution/ Withdrawal of Bids	2.14.1	Bidders may cancel / modify their bids on line before the deadline for submission of bids specified in 2.12.1. For bid modification and consequential re-submission, the bidder is required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall only be available in the system. Modification / Withdrawal of the Bid sent through any other means shall not be considered by the Employer
		2.14.2	In online system of Bid submission, the modification/withdrawal is allowed any number of times.
		2.14.3	Any additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by KUIDFC, shall be disregarded.
2.15	Validity of Bids		Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date (Bid Validity Period). In exceptional circumstances, prior to the expiration of the Bid Validity Period, KUIDFC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bidder granting the Authority's request shall also extend the Bid Security validity period for sixty (60) days beyond the extended Bid Validity Period. Furthermore, following the issuance and signing of the LOA, the Selected Bidder shall extend the validity of its Bid Security as further described in clause 2.17.3. A Bidder granting the request shall not be required or permitted to modify its bid.
2.16	Confidentiality		Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising KUIDFC in relation to, or matters arising out of, or concerning the Bidding Process, until information on the award of the Contract is communicated to all Bidders. KUIDFC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. KUIDFC 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. Any attempt by a Bidder to influence KUIDFC at any time in the evaluation of the Bid or in the award of the Contract shall result in rejection of the Bidder's Bid. Notwithstanding the above if a Bidder

			wishes to contact the KUIDFC on any matter relating to the Bidding Process it shall do so only in writing and in accordance with the applicable provisions of this RFP.
D.	BID SECURITY		
2.17	Bid Security	2.17.1	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.2.7 hereinabove using any of the e-payment modes of e-procurement portal. The furnished Bid Security, if in the form of an unconditional bank guarantee (" Bank Guarantee ") shall be as per format at Appendix – II (the " Form of Bid Security ") prior to Bid submission. In case the Bidder submits Bid Security in the form of a Bank Guarantee, then the scanned copy of the Bank Guarantee shall be uploaded along with the Bid before deadline for Bid submission and original Bank Guarantee shall be sent to KUIDFC before the Last Date for Submission of Hard Copies of Documents specified in clause 1.3. In either case, the form shall include the complete name of the Bidder. The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid, as set out in the Joint Bidding Agreement. The validity period of the Bid Security shall be 60 (sixty) days beyond the original Bid Validity Period. Any Bid NOT accompanied by an enforceable and substantially compliant Bid Security in original (hard copy) shall be summarily rejected by KUIDFC as nonresponsive.
		2.17.2	KUIDFC shall not be liable to pay any interest on the Bid Security.
		2.17.3	The Bid Security of unsuccessful Bidders shall be returned by KUIDFC, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder and issuance of the LOA or when the bidding process is cancelled by KUIDFC. In any case, KUIDFC will endeavour to return the Bid Securities of unsuccessful Bidders, to the address given in the Bid, within 30 (days) days following the expiration of the Bid Validity Period. The Bid Security of the Selected Bidder shall be retained as set out in sub paragraph 2.17.4 and shall be extended at the expense of the Selected Bidder beyond the initial Bid Security Validity period, as necessary, in accordance with the applicable requirements of the Contract.
		2.17.4	Until such time the Performance Security is provided by the Selected Bidder in accordance with the applicable provisions of the Contract, the Bid Security of the Selected Bidder shall remain in force and effect. Upon provision of the Performance Security as stated hereinabove, KUIDFC shall release the Bid Security to the Operator.
		2.17.5	The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that KUIDFC will suffer loss and damage on account of the withdrawal of its Bid or for other default by the Bidder during the Bid Validity period, as set out below in clause 2.17.6.
		2.17.6	The Bidder shall be in breach of its obligations under the Bidding Documents and its Bid Security shall be forfeited and appropriated by KUIDFC: a) if the Bidder withdraws its Bid post Bid Due Date during the Bid Validity Period specified by the Bidder in the Bid and as extended

			<p>by mutual consent of the Bidder and KUIDFC;</p> <p>b) if, having been notified of the acceptance of its Bid by KUIDFC during the Bid Validity Period and as extended by mutual consent of the Bidder and KUIDFC,</p> <ul style="list-style-type: none"> i. the Selected Bidder fails or refuses to accept the LOA as required in this RFP ; ii. the Selected Bidder fails or refuses to provide the Performance Security in accordance with this RFP, or fails to extend the validity of the Bid Security, until the Performance Security has been provided to KUIDFC; iii. the Selected Bidder fails or refuses to execute the Contract.
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3. EVALUATION OF BIDS

3.1		3.1.1	<p>a) KUIDFC shall open the Bids in public, in the presence of Bidders' designated representatives who choose to attend, at the address and on the date 28th May 2015 and time 11.30 hrs as specified in Clause 1.3 hereinabove.</p> <p>There shall be two public opening events. First one opening of sealed cover containing original documents and second one shall be opening of Bids received through e-procurement platform.</p> <p><u>A. Opening of sealed cover containing original documents.</u></p> <p>The Employer shall open the sealed envelope containing the documents in the presence of Bidder's designated representatives or their authorized representatives who choose to attend at the stipulated place, date and time as detailed under. The bidder's representatives who are present shall produce the authorization letter and sign a register evidencing their attendance.</p> <p>All sealed envelopes shall be opened one at a time, reading out the name of the Bidder, the presence or absence of original documents as specified in sub paragraph 2.11.1 B. Only bids of those bidders who have submitted all the specified original documents shall be considered further.</p> <p><u>B. Opening of Bid received in e procurement platform.</u></p> <p>"The Employer shall publicly open/decrypt the bids uploaded through e procurement platform as per electronic bid opening procedures in the presence of Bidder's designated representatives or their authorized representatives who choose to attend at the stipulated place, date and time as detailed under.</p> <p>The employer shall prepare bid opening minutes.</p> <p>b) KUIDFC shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, the amount of the Bid Price, and the presence or absence of a Bid Security and any other details as KUIDFC may consider appropriate.</p>
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		3.1.2	KUIDFC will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
		3.1.3	To assist in the examination, evaluation, and comparison of Proposals, KUIDFC may utilize the services of consultant(s) or advisor(s).
3.2	Tests of responsiveness	3.2.1	<p>Prior to the evaluation of Bids, KUIDFC shall determine whether each Bid is substantially responsive to the requirements of the Bidding Documents. A Bid shall be considered substantially responsive only if:</p> <ul style="list-style-type: none"> (a) it is received as per the format at Appendix I; (b) it complies substantially with the requirements for preparation, submission, as specified in Clauses 2.10, 2.11 and 2.12; (c) it is accompanied by the Bid Security as specified in Clauses 2.2.7 and 2.17; (d) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.2.8 and 2.2.9, as the case may be; and (e) it does not contain material deviations, reservations or omissions, as set out in Clause 2.2.10. (f) it is accompanied by acknowledgement copy from KUIDFC for <ul style="list-style-type: none"> (i) submission of Joint Bidding Agreement, if applicable and (ii) the format For Undertaking Of Parent Company, if applicable.
		3.2.2	<ul style="list-style-type: none"> a) Provided that a Bid is found to be substantially responsive to the requirements of the Bidding Documents, as summarized in Clause 3.2.1 above, KUIDFC may, at its sole discretion, request that the Bidder submit necessary additional information or documentation, within a reasonable time period, to rectify nonmaterial nonconformities in the Bid, if any. The Authority's such request for clarification and the Bidder's response shall be in writing. No change in the substance of the Bid shall be sought, offered or permitted. If a Bidder does not provide clarification of its Bid by the date and time set by KUIDFC in its request for clarification, the Bidder's Bid may be rejected. b) If a Bid is not substantially responsive to the requirements of the Bidding Documents, as summarized in Clauses 3.2, KUIDFC shall reject the Bid. Such bid may not be made responsive

			<p>subsequently by correction of or changes in material deviations, reservations and omissions, as set out in Clause 2.2.10.</p> <p>c) A Bid which is substantially responsive to the requirements of the Bidding Documents, as summarized in Clauses 3.2, referred to as “Responsive Bid”, shall be eligible to be considered for Financial Evaluation.</p>																																																																																																		
3.3	Financial Evaluation of Bids	3.3.1	<p>a) The Financial Bid shall be evaluated as the Net Present Value of all prices submitted as per requirements of clause 2.10.2 (“Evaluated Bid Price”).</p> <table border="1"> <thead> <tr> <th></th> <th>Activity</th> <th>To be quoted as</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Start-up Period Fee</td> <td>As per Bid Schedule – Form 1</td> <td>A_T</td> </tr> <tr> <td>B</td> <td>Transition Period Fee</td> <td>As per Bid Schedule – Form 2</td> <td>B_T</td> </tr> <tr> <td>C</td> <td>Sustaining Period Fee</td> <td>As per Bid Schedule – Form 3</td> <td>C_T</td> </tr> <tr> <td></td> <td>Total Contract Price</td> <td></td> <td>$A_T + B_T + C_T$</td> </tr> </tbody> </table> <p>Evaluated Bid Price is calculated as per table below:</p> <table border="1"> <thead> <tr> <th>Year (R1)</th> <th>Discount factor (R2)</th> <th>Start-up Period Fee (R3)</th> <th>Transition Period Fee (R4)</th> <th>Sustaining Period Fee (R5)</th> <th>Net Present Value</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>0.917</td> <td>A_T</td> <td></td> <td></td> <td>$0.917 * A_T$</td> </tr> <tr> <td>Year 2</td> <td>0.842</td> <td></td> <td>$B_T/3$</td> <td></td> <td>$0.842 * B_T/3$</td> </tr> <tr> <td>Year 3</td> <td>0.772</td> <td></td> <td>$B_T/3$</td> <td></td> <td>$0.772 * B_T/3$</td> </tr> <tr> <td>Year 4</td> <td>0.708</td> <td></td> <td>$B_T/3$</td> <td></td> <td>$0.708 * B_T/3$</td> </tr> <tr> <td>Year 5</td> <td>0.650</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.650 * C_T/8$</td> </tr> <tr> <td>Year 6</td> <td>0.596</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.596 * C_T/8$</td> </tr> <tr> <td>Year 7</td> <td>0.547</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.547 * C_T/8$</td> </tr> <tr> <td>Year 8</td> <td>0.502</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.502 * C_T/8$</td> </tr> <tr> <td>Year 9</td> <td>0.460</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.460 * C_T/8$</td> </tr> <tr> <td>Year 10</td> <td>0.422</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.422 * C_T/8$</td> </tr> <tr> <td>Year 11</td> <td>0.388</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.388 * C_T/8$</td> </tr> <tr> <td>Year 12</td> <td>0.356</td> <td></td> <td></td> <td>$C_T/8$</td> <td>$0.356 * C_T/8$</td> </tr> </tbody> </table> <p>wherein, Discount Factor is calculated using a discount rate of to 9 % A_T is Total Start-up Period Fee B_T is Total Transition Period Fee C_T is Total Sustaining Period Fee over 8 years</p>		Activity	To be quoted as	Amount	A	Start-up Period Fee	As per Bid Schedule – Form 1	A_T	B	Transition Period Fee	As per Bid Schedule – Form 2	B_T	C	Sustaining Period Fee	As per Bid Schedule – Form 3	C_T		Total Contract Price		$A_T + B_T + C_T$	Year (R1)	Discount factor (R2)	Start-up Period Fee (R3)	Transition Period Fee (R4)	Sustaining Period Fee (R5)	Net Present Value	Year 1	0.917	A_T			$0.917 * A_T$	Year 2	0.842		$B_T/3$		$0.842 * B_T/3$	Year 3	0.772		$B_T/3$		$0.772 * B_T/3$	Year 4	0.708		$B_T/3$		$0.708 * B_T/3$	Year 5	0.650			$C_T/8$	$0.650 * C_T/8$	Year 6	0.596			$C_T/8$	$0.596 * C_T/8$	Year 7	0.547			$C_T/8$	$0.547 * C_T/8$	Year 8	0.502			$C_T/8$	$0.502 * C_T/8$	Year 9	0.460			$C_T/8$	$0.460 * C_T/8$	Year 10	0.422			$C_T/8$	$0.422 * C_T/8$	Year 11	0.388			$C_T/8$	$0.388 * C_T/8$	Year 12	0.356			$C_T/8$	$0.356 * C_T/8$
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		3.3.4	Subject to the applicable provisions of the RFP's Disclaimer, KUIDFC shall award the Contract to the Bidder (i) who was determined in the Qualification Stage to be qualified to perform the Contract satisfactorily, (ii) whose Bid is substantially responsive to the requirements of the Bidding Documents as per requirements of Clause 3.2 and 3.3 and (iii) whose Financial Bid is the lowest for undertaking the Project, to be determined by KUIDFC through evaluation and comparison of Bids (the " Lowest Evaluated Bidder ").
	Procurement, Contract Management and Financial Management Assessment	3.3.5	DELETED
		3.3.6	KUIDFC will proceed to issue the Letter of Award (" LOA ") to the Lowest Evaluated Bidder. The LOA shall be issued, in duplicate, by KUIDFC to the Lowest Evaluated Bidder. The Lowest Evaluated Bidder shall, within 10 (ten) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA, duly signed by the Lowest Evaluated Bidder, is not received by the stipulated date, KUIDFC may, unless it consents in writing to the Lowest Evaluated Bidder's request for an extension of time for submission thereof, annul the LOA and appropriate the Bid Security of such Lowest Evaluated Bidder. In such event, KUIDFC may, at its sole discretion, declare the next lowest evaluated Bidder whose Bid is substantially responsive as the Lowest Evaluated Bidder and issue the LOA.
		3.3.7	After acknowledgement of the LOA by the Lowest Evaluated Bidder (hereinafter, referred to as Selected Bidder (" Selected Bidder ")), KUIDFC will endeavour to adhere to the completion of the Bidding Process and the Signing of the Contract, as set out in clause 1.3 and in this context, collaborate with the Selected Bidder in finalizing the transactions precedent to the signing of the Contract. The contract award details shall be uploaded on the e-procurement portal. The Selected Bidder who has entered into the Contract (the " Operator ") shall, for the performance of its obligation provide to the ULB a Performance Security, according to the terms and conditions specified in the Agreement.

4. FRAUD AND CORRUPTION POLICY

4	Fraud And Corruption Policy Of The World Bank Applicable To		As per the World Bank's policy on Fraud and Corruption which is applicable to this RFP, 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-
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	The Project	<p>financed contracts, are required to observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the World Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “Corrupt practice”² 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”³ 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”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(iv) “Coercive practice”⁵ 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 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 World 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,</p>
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¹ 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.

² “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.

³ 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.

⁴ “parties” refer to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ a “party” refers to a participant in the procurement process or contract execution.

			<p>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 Bank to address such practices when they occur;</p> <p>(d) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures⁶ including by publicly declaring such firm or individual them ineligible, either indefinitely or for a stated period of time (i) to be awarded a Bank-financed contract and (ii) to be a nominated⁷ 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) shall be permitted to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the World Bank.</p>
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5. PRE-BID CONFERENCE

5.	Pre-BID Conference	5.1	A Pre-Bid conference of the Bidders shall be convened at the designated date, time and place set out in clause 1.3. Attendance of the Bidders is optional but highly encouraged.
		5.2	During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of KUIDFC. KUIDFC shall endeavour to provide clarifications in accordance with Section 2.8. Bidders are also encouraged to seek clarifications from KUIDFC, in accordance with Clause 2.8 on or before the Last Date for Receiving Queries as specified in Clause 1.3.
		5.3	KUIDFC shall, upload its response to queries raised by the Bidders at the Pre-Bid Conference on the e-procurement portal. The bidder can view the response in the 'Addendum/ Corrigendum' menu. The source of the queries shall not be disclosed in the responses.

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption

⁷ 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 pre-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.

APPENDIX I: Letter Comprising the Bid
(Refer Clauses 2.2.5, 2.11.1 and 3.2.1)

Dated:.....

Managing Director
Karnataka Urban Infrastructure Development & Finance Corporation
2nd Floor, Unity Building Annexe, 3rd Cross, Mission Road
Bangalore - 560 027 State: Karnataka Country: India.

Subject: Procurement of Services of Operator for Cost Effective and Sustainable Up-scaling of Continuous (24x7) Pressured Water Supply, its Operation and Management in Hubballi-Dharwad City of Karnataka, India

Dear Sir,

With reference to your RFP document dated 31st Mar 2015, I/we, having examined the Bidding Documents, including Addenda issued in accordance with this RFP Clause 2.9 and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1. I/We hereby submit our Financial Bid *an amount of _____ [amount in numbers and words]*, as per the bid schedule at Forms 1 to 4 (attached as excel document) for undertaking the aforesaid Project calculated as per clause 3.3.1 of RFP
2. I / We offer to execute the Contract in conformity with the Bidding Documents including the design, construction management, operation and maintenance and transfer of the aforesaid Project.
3. I / We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We declare that:
 - (a) I/ We have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - (b) I/We, including any subcontractors or suppliers for any part of the Contract, do not have any Conflict of Interest in accordance with Clauses 2.2.13, nor are liable to be disqualified under the terms of Clause 2.2.14 of the RFP document.
 - (c) I/We hereby certify that I/ we, including my/our subcontractors or suppliers for any part of the Contract, have not been declared ineligible by the World Bank, under the laws or official regulations of India or by an act of compliance with the United Nations Security Council. I/we have taken steps to ensure that I/we are in conformance with the provisions of Section 4 of the RFP.
 - (d) The undertakings given by us along with the Application in response to the RFQ for the Project, including our Technical and Financial Capacity, were true and correct as on the date of making of the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them. [If applicable] We specifically acknowledge that the deficiencies which led to our being conditionally qualified were fully corrected, before submitting this Bid.
6. I/We declare that we/ any Member of the Joint Venture, or our / its Subsidiaries are/ is not a Member of any other Joint Venture submitting a Bid for the Project.
7. If I am/ we are notified by you that I/ we am/ are the Selected Bidder in accordance with the RFP, I/ we understand that this Bid, together with your Letter of Award (LOA) shall constitute

a binding contract between us, until the Contract is executed. Furthermore, I/we agree to enter into the Contract in accordance with the draft that has been provided to me/us as part of this RFP, We agree to abide by the same.

8. If I am/ we are notified by you that I am/ we are the Selected Bidder in accordance with the RFP, we commit to obtain a performance security in accordance with the Bidding Documents.
9. I/ We have studied all the Bidding Documents carefully. We understand that the Authority has taken all reasonable measures to ensure that the Bidding Documents listed in Clause 2.1 of this RFP are correct. Before taking part in this bidding process, we have examined, understood and checked these Bidding Documents and have ascertained that they contain no errors or other defects.
10. I/We enclose the Bid Security in conformance with the requirements set out in Clause 2.17 of the RFP.
11. Our Bid shall be valid for a period of 120 (one hundred twenty) days from the Bid Due Date shown in Clause 1.3 and shall remain binding upon us and may be accepted by you at any time prior to the expiration of that period.
12. I / We acknowledge the right of the Authority, to suspend, cancel, modify, or amend the Bidding Process, or accept or reject any Bid without incurring any liability to me/ us or any other Bidder.
13. We have paid or will pay the following commissions, gratuities or fees with respect to the bidding process or the execution of the Contract:
Name of Recipient
Address
Reason
Amount

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

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

14. I/ We hereby certify that I/ we have taken steps to ensure that no person acting for me/ us on our behalf will engage in bribery.

Date:

Yours faithfully,

Place:

(Signature, name and designation of the
Authorised Signatory)

Duly authorized to sign for and on behalf of:

Name and seal of the Applicant/ Lead Member

FORMAT FOR FINANCIAL BID

Procurement of Services of Operator for Cost Effective and Sustainable Up-scaling of Continuous (24x7) Pressured Water Supply, its Operation and Management in Hubballi-Dharwad City of Karnataka, India

Financial Bid shall be prepared using the standard form provided in the **attached excel document** in accordance to the instructions provided in Section 2.10.2.

Financial Bid shall comprise the following:

- (1) **Bid Schedule – Form 1 -** The bidder shall quote fee towards Set-up cost and preparation of Service Improvement Plan during year 1
- (2) **Bid Schedule – Form 2 -** The bidder shall quote fee towards Transition Activities including Contract Management during year 2, 3 and 4
- (3) **Bid Schedule – Form 3 -** The bidder shall quote fee towards Operation and Routine Maintenance Fee during year 5, 6, 7, 8, 9, 10, 11, 12
- (4) **Bid Schedule – Form 4 -** Total Contract Price

Note:

- 1. The Bidder shall quote prices *including all taxes and duties as per applicable law*.
- 2. Actual Payments for items in Form 2 and Form 3 of the Bid Schedule shall be Price Adjusted using applicable indices as detailed in **Section 9 of Schedule 12** of the Contract.

APPENDIX II: Form of Bid Security

(Refer Clauses 2.2.7 and 2.17.1)

[To be submitted in this format or in another substantially similar format approved by the Authority prior to Bid submission.]

Beneficiary: _Karnataka Urban Infrastructure Development and Finance Corporation

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of Contract for **Procurement of Services of Operator for Cost Effective and Sustainable Up-scaling of Continuous (24x7) Pressured Water Supply, its Operation and Management in Hubballi-Dharwad City of Karnataka, India.** _____ under the Request for Proposal – for Contract No. KUWSMP- WB118-01/14 _____ ("the RFP").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Letter Comprising the Bid and as extended by mutual consent of the Bidder and the Authority;
- b) having been notified of the acceptance of its Bid by the Authority during the period of Bid Validity and as extended by mutual consent of the Bidder and the Authority,
 - (i) the Bidder fails or refuses to sign and return the duplicate copy of the Letter of Award in acknowledgement thereof within 10 (ten) days of its receipt, as required in this RFP;
 - (ii) the Bidder fails or refuses to furnish the Performance Security in accordance with this RFP,
 - (iii) the Bidder fails or refuses to execute the Contract

This Guarantee will remain in force up to and including the date -----⁸days after the Bid Due date or as it may be extended by the Authority, notice of which extensions to the Bank is hereby waived. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758. .

_____ [signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

⁸ 60 days after the end of the validity period of the Bid.

APPENDIX III: Power Of Attorney For Signing Of Bid

(Refer Clause 2.2.8)

(In India, to be executed on Stamp paper of appropriate value; for Bidders from outside India, to be executed according to the applicable law in the Bidder's country and by taking into account the Notes shown below.)

Know all men by these presents, We, (name of the Bidder and address of the 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 and who is legal representative of our Joint Venture (*strike out whichever is inapplicable*), and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (*Provide Project No. and Name as per clause 1.1.1*) proposed or being developed by the, KUIDFC (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 Contract and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with the Authority.

AND we 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.

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 Bidder/Lead Member company.

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

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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 Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV: Power Of Attorney For Lead Member Of Joint Venture

*To be executed separately by each Member of the Joint Venture on stamp paper of appropriate value
(Refer Clause 2.2.9)*

(For Bidders from outside India, to be executed according to the applicable laws in the Bidder's country and by taking into account the Notes shown below.)

Whereas the Managing Director, Karnataka Urban Infrastructure Development & Finance Corporation ("the Authority") has invited bids from qualified and selected parties for Contract No. KUWSMP-WB118-01/14 - Cost Effective and Sustainable Up-scaling of Continuous (24x7) Pressured Water Supply, its Operation and Management in Hubballi-Dharwad City of Karnataka ("the Project").

Whereas,,, and (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal 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, who shall be the legal representative 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, having our registered office at, (hereinafter referred to as the "Principal") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ...(mention name of Lead member)....., having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Bidding Process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority.

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.

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 company.

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

For
(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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *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 Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX V: List Of Public Financial Institutions

(Refer Clause 2.2.13)

For the purposes of Section 2 Clause 72, presently the following institutions have been declared as Public Financial Institutions:

1. The Industrial Credit and Investment Corporation of India Limited, a company formed and registered under the Indian Companies Act, 1913 ;
2. The Industrial Finance Corporation of India, established under section 3 of the Industrial Finance Corporation Act, 1948;
3. The Industrial Development Bank of India, established under section 3 of the Industrial Development Bank of India Act, 1964;
4. The Life Insurance Corporation of India, established under section 3 of the Life Insurance Corporation Act, 1956;
5. The Unit Trust of India, established under section 3 of the Unit Trust of India Act, 1963.
6. The Infrastructure Development Finance Company Limited, a company formed and registered under the Companies Act, 1956.
7. The Industrial Reconstruction Corporation of India;
8. The General Insurance Corporation of India;
9. The National Insurance Company Limited;
10. The New India Assurance Company Limited;
11. The Oriental Fire and General Insurance Company Limited;
12. The United Fire and General Insurance Company Limited;
13. Tourism Finance Corporation of India Limited;
14. IFCI Venture Capital Funds Limited;
15. Technology Development and Information Company of India Limited;
16. Power Finance Corporation Limited;
17. National Housing Bank;
18. Small Industries Development Bank of India;
19. Rural Electrification Corporation Ltd.;
20. Indian Railway Finance Corpn. Ltd.;
21. Industrial Finance Corporation of India Ltd.;
22. Andhra Pradesh State Financial Corporation;
23. Assam Financial Corporation;
24. Bihar State Financial Corporation;
25. (Delhi Financial Corporation;
26. Gujarat State Financial Corporation;
27. Haryana Financial Corporation;
28. Himachal Pradesh Financial Corporation;
29. Jammu & Kashmir State Financial Corporation;
30. Karnataka State Financial Corporation;
31. Kerala Financial Corporation;
32. Madhya Pradesh Financial Corporation;
33. Maharashtra State Financial Corporation;
34. Orissa State Financial Corporation;
35. Punjab Financial Corporation;
36. Rajasthan Financial Corporation;
37. Tamil Nadu Industrial Development Corporation Limited;
38. Uttar Pradesh Financial Corporation;
39. West Bengal Financial Corporation;
40. Indian Renewable Energy Development Agency Ltd.;
41. North Eastern Development Finance Corpn. Ltd.;

42. Housing & Urban Development Corpn. Ltd.;
43. Export-Import Bank of India;
44. National Bank for Agriculture & Rural Development (NABARD);
45. National Co-operative Development Corporation (NCDC);
46. National Dairy Development Board;
47. Pradeshiya Industrial and Investment Corporation of U.P. Limited;
48. Rajasthan State Industrial Development and Investment Corporation Limited;
49. SICOM Limited;
50. West Bengal Industrial Development Corporation Limited;
51. Tamil Nadu Industrial Development Corporation Limited;
52. Punjab State Industrial Development Corpn. Ltd. (PSIDC);
53. EDC Limited;
54. Tamil Nadu Power Finance and Infrastructure Development Corporation Ltd.;
55. Tamil Nadu Urban Finance and Infrastructure Development Corporation Limited;
56. Kerala Power Finance Corporation Limited;
57. Kerala State Power & Infrastructure Finance Corporation Limited.

APPENDIX VI: Format For Anti-Collusion Certificate

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for the properties listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not been declared ineligible and not engaged in Corrupt or Fraudulent Practices (as defined in Section 4 of the RFP) in competing for, or in executing, a World Bank – financed contract.

We also confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated thisDay of, 2015

.....
(Name of the Bidder⁹)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

Note:

- 1. On the Letterhead of the Bidder*
- 2. To be executed by all members in case of joint venture*

⁹ Names of all members in case of consortium

APPENDIX VII: Ultimate Parent Company/ Parent Company Guarantee Format

Parent Company Guarantee Format For Associate Experience

This GUARANTEE (“Guarantee”) is issued on the ____ day of _____, ____ by ----- a Company organized and existing under the laws of _____ having its Registered Office at ----- (hereinafter referred to as “**Parent Company**”, at the request and/or behest of _____, a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as “**Bidding Company**”), in favour of **Hubballi-Dharwad Municipal Corporation**, a statutory Beneficiary established under the Karnataka Municipal Corporations Act 1976, located at [] Hubballi-Dharwad (hereinafter referred to as “**Beneficiary**”).

WHEREAS:

The Beneficiary issued a Request for Proposal (RFP) dated _____ inviting bids from qualified bidders for _____ (the “**Project**”). The procurement process for the Project was managed by KUIDFC on behalf of the Beneficiary. The **Bidding Company** has [in consortium with other companies*] submitted its bid dated _____ and advised the Beneficiary that [ASSOCIATE] is the subsidiary* of the Parent Company and an associate company of the Bidding Company (the “**Associate**”). The Parent Company, vide its [board resolution/letter]* dated _____, a copy of which is enclosed, allowed the Bidding Company, to quote and participate in the RFP relying on expertise/ financial standing* of the Associate in support of the application recognizing that such experience/ financial standing* would be taken into account by KUIDFC and the City for pre-qualification purposes. For this reason, the Parent Company is ready and willing to provide this Guarantee.

We, the Parent Company are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Parent Company hereby confirms to the Beneficiary that it [directly/ indirectly] holds []% of the issued and paid up share capital in the Associate and that it controls the Associate;
2. The Parent Company hereby undertakes to make available to the Bidding Company for the purposes of implementing the Project the expertise/ financial resources* of the Associate [during the duration of the Project][for the first 6 years of the Project] under the operations contract for the Project (the “Operations Contract”);
3. The Parent Company agrees to retain control of the Associate during the term of the Project and undertakes that it shall not divest its controlling interest/stake in the Associate without obtaining the prior consent of the Beneficiary. The Beneficiary shall grant its consent for divesting, if it is satisfied that (i) another associate company (**Substitute**) of the Parent Company has the requisite expertise/ financial resources* for implementing the Project to substitute for that of the Associate and the Parent Company has agreed in writing to make available the Substitute' expertise/financial resources to the Bidding Company; or (ii) the Parent Company has already made available to the Bidding Company the expertise/ financial standing of Associate for implementing the Project and that no further need will arise for such expertise or financial standing. In the event the Parent Company is providing a Substitute, the restrictions on divesting under this clause shall also apply to the Parent Company's controlling interest/stake in the Substitute.

4. In the event, in the sole opinion of the Expert Reviewer appointed under the Operations Contract, the failure on the part of the Parent Company to make available the requisite expertise/ financial resources* of the Associate to the Bidding Company has resulted or is likely to affect the Project in any manner, then the Parent Company will be required by written notice of the Beneficiary to cause the Associate or its Substitute, as applicable, to step in to perform, , the obligations of the Operator under the Operations Contract. . The Parent Company undertakes that the Parent Company shall continue to exercise sufficient control over the Associate or the Substitute, as applicable to ensure such step in.
5. The Parent Company undertakes to indemnify the Beneficiary against all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Beneficiary under the Operations Contract due to the failure by it to make available the expertise/ financial resources of the Associate or substitute associate company to the Bidding Company.
6. The Parent Company's obligations under this Guarantee shall not exceed the obligations of the Bidding Company under the Operations Contract.
7. The obligation of the Parent Company shall take effect from the date of this Guarantee and shall remain in full force until all the obligations of the Bidding Company/ consortium of which the Bidding Company is a member/ SPV operator of which the Bidding Company is a shareholder have been fully performed and discharged under the Operations Contract. The Parent Company further undertakes to perform forthwith without insisting on any proof of breach of Contract by its Bidding Company and purely relying on Beneficiary' s written demand.
8. The liabilities of the Parent Company shall not be discharged, diminished or otherwise affected by:-
 - (a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidding Company, the Associate or the Parent Company.
 - (b) Any time, indulgence, waiver or consent given to Bidding Company by the Beneficiary.
 - (c) Any amendment to the Operations Contract or any security or other guarantee or indemnity to which Bidding Company has agreed.
 - (d) The dissolution, amalgamation, reconstruction or reorganization of Bidding Company, the Associate or Parent Company.
9. NOTICE: Any notice, demand, declaration or other communication to be given by the Beneficiary or the Parent Company to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below :-

For Parent Company	
Attention of	
Mailing Address	
Email Address	
Fax No.	

For Beneficiary	
Attention of	
Mailing Address	

Email Address	
Fax No.	

10. **GOVERNING LAW AND JURISDICTION:** This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.
11. **DISPUTE RESOLUTION** any dispute arising out of or in relation to this Guarantee shall be resolved in accordance with the rules set out in the Operations Contract.
12. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
13. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
14. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
15. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
16. This document has been executed by a duly authorized signatory on behalf of the Parent Company having the requisite power to do so.

IN WITNESS WHEREOF the Parent Company has duly executed this Guarantee as at the date first above written.

For and on behalf of Parent Company,

(Signature)

Witness:

Signature:

Name:

Designation:

Date:

Note:* Strike off that which is not applicable

Parent Company Guarantee Format For Subsidiary Experience

This GUARANTEE ("Guarantee") is issued on the _____ day of _____, ____ by ----- a Company organized and existing under the laws of _____ having its Registered Office at ----- (hereinafter referred to as "**Parent Company**", in favour of **Hubballi-Dharwad Municipal Corporation**, a statutory Beneficiary established under the Karnataka Municipal Corporations Act 1976, located at [] Hubballi-Dharwad (hereinafter referred to as "**Beneficiary**").

WHEREAS:

The Beneficiary issued a Request for Proposal (RFP) dated _____ inviting bids from qualified bidders for _____ (the "Project"). The procurement process for the Project was managed by KUIDFC on behalf of the Beneficiary. The Parent Company has [in consortium with other companies*] submitted its bid dated _____ and advised the Beneficiary that [ASSOCIATE] is the subsidiary* of the Parent Company (the "Associate"). The Parent Company has quoted and participated in the RFP relying on expertise/ financial standing* of the Associate in support of the application recognizing that such experience/ financial standing* would be taken into account by KUIDFC and the City for pre-qualification purposes. For this reason, the Parent Company is ready and willing to provide this Guarantee.

We, the Parent Company are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Parent Company hereby confirms to the Beneficiary that it [directly/ indirectly] holds []% of the issued and paid up share capital in the Associate and that it controls the Associate;
2. The Parent Company hereby undertakes to make available to the Project the expertise/ financial resources* of the Associate [during the duration of the Project][for the first 6 years of the Project] under the operations contract for the Project (the "Operations Contract");
3. The Parent Company agrees to retain control of the Associate during the term of the Project and undertakes that it shall not divest its controlling interest/stake in the Associate without obtaining the prior consent of the Beneficiary. The Beneficiary shall grant its consent for divesting, if it is satisfied that(i) another associate company (**Substitute**) of the Parent Company has the requisite expertise/ financial resources* for implementing the Project to substitute for that of the Associate and the Parent Company has agreed in writing to make available the Substitute's expertise/financial resources to the Bidding Company; or(ii)the Parent Company has already made available to the Bidding Company the expertise/ financial standing of Associate for implementing the Project and that no further need will arise for such expertise or financial standing. In the event the Parent Company is providing a Substitute, the restrictions on divesting under this clause shall also apply to the Parent Company's controlling interest/stake in the Substitute.
4. In the event, in the sole opinion of the Expert Reviewer appointed under the Operations Contract, the failure on the part of the Parent Company to make available the requisite expertise/ financial resources* of the Associate to the Project has resulted or is likely to affect the Project in any manner, then the Parent Company will be required by written notice of the Beneficiary to cause the Associate or the Substitute, as applicable to step in to perform, the obligations of the Operator under the Operations Contract. The Parent

Company undertakes that the Parent Company shall, at all time, ensure that it exercises sufficient control over the Associate or its Substitute, as applicable, to ensure such step in.

5. The Parent Company undertakes to indemnify the Beneficiary against all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Beneficiary under the Operations Contract due to the failure by it to make available the expertise/ financial resources of the Associate or substitute associate company to the Parent Company.
6. The Parent Company's obligations under this Guarantee shall not exceed the obligations of the Bidding Company under the Operations Contract.
7. The obligation of the Parent Company shall take effect from the date of this Guarantee and shall remain in full force until all the obligations of the operator have been fully performed and discharged under the Operations Contract. The Parent Company further undertakes to perform forthwith without insisting on any proof of breach of contract by the operator under the Operations Contract and purely relying on Beneficiary' s written demand.
8. The liabilities of the Parent Company shall not be discharged, diminished or otherwise affected by:-
 - (a) Any change in the Articles of Association or Bye-Laws or constitution of the Associate or the Parent Company.
 - (b) Any time, indulgence, waiver or consent given to the operator by the Beneficiary.
 - (c) Any amendment to the Operations Contract or any security or other guarantee or indemnity to which operator has agreed.
 - (d) The dissolution, amalgamation, reconstruction or reorganization of the Associate or Parent Company.
9. NOTICE: Any notice, demand, declaration or other communication to be given by the Beneficiary or the Parent Company to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below :-

For Parent Company	
Attention of	
Mailing Address	
Email Address	
Fax No.	

For Beneficiary	
Attention of	
Mailing Address	
Email Address	
Fax No.	

10. GOVERNING LAW AND JURISDICTION: This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.
11. DISPUTE RESOLUTION any dispute arising out of or in relation to this Guarantee shall be resolved in accordance with the rules set out in the Operations Contract.

12. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
13. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
14. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
15. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
16. This document has been executed by a duly authorized signatory on behalf of the Parent Company having the requisite power to do so.

IN WITNESS WHEREOF the Parent Company has duly executed this Guarantee as at the date first above written.

For and on behalf of Parent Company,

(Signature)

Witness

Signature:

Name:

Designation:

Date:

Note:* Strike off that which is not applicable

Parent Company Guarantee Format For Parent Co Experience

This GUARANTEE (“Guarantee”) is issued on the _____ day of _____, ____ by ----- a Company organized and existing under the laws of _____ having its Registered Office at ----- (hereinafter referred to as “**Parent Company**”, at the request and/or behest of _____, a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as “**Bidding Company**”), in favour of **Hubballi-Dharwad Municipal Corporation**, a statutory Beneficiary established under the Karnataka Municipal Corporations Act 1976, located at [] Hubballi-Dharwad (hereinafter referred to as “**Beneficiary**”).

WHEREAS:

The Beneficiary issued a Request for Proposal (RFP) dated _____ inviting bids from qualified bidders for _____ (the “Project”). The procurement process for the Project was managed by KUIDFC on behalf of the Beneficiary. The Bidding Company has [in consortium with other companies*] submitted its bid dated _____ and advised the Beneficiary that [the Parent Company direct or indirect parent company of the Bidding Company. The Parent Company, vide its [board resolution/letter]* dated _____, a copy of which is enclosed, allowed the Bidding Company, to quote and participate in the RFP relying on expertise/ financial standing* of the Parent Company in support of the application recognizing that such experience/ financial standing* would be taken into account by KUIDFC and the City for pre-qualification purposes. For this reason, the Parent Company is ready and willing to provide this Guarantee.

We, the Parent Company are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Parent Company hereby confirms to the Beneficiary that it [directly/ indirectly] holds []% of the issued and paid up share capital in the Bidding Company and that it controls the bidding Company;
2. The Parent Company hereby undertakes to make available to the Bidding Company for the purposes of implementing the Project the expertise/ financial resources* of the Parent Company [during the duration of the Project][for the first 6 years of the Project] under the operations contract for the Project (the “Operations Contract”);
3. The Parent Company agrees to retain control of the Bidding Company during the term of the Project and undertakes that it shall not divest its controlling interest/stake in the Bidding Company without obtaining the prior consent of the Beneficiary. The Beneficiary shall grant its consent for divesting, if it is satisfied that the Parent Company has already made available to the Bidding Company, the Parent Company' expertise/ financial standing for implementing the Project, or has ensured, through alternate arrangements, that such expertise/ financial standing continues to be available to the Project after such divestiture.
4. In the event, in the sole opinion of the Expert Reviewer appointed under the Operations Contract, the failure on the part of the Parent Company to make available its requisite expertise/ financial resources* to the Bidding Company has resulted or is likely to affect the Project in any manner, then the Parent Company will be required by written notice of the Beneficiary to step in to perform, either directly or indirectly, the obligations of the Operator

under the Operations Contract and the Parent Company hereby agrees to such a step in obligations.

5. The Parent Company undertakes to indemnify the Beneficiary against all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Beneficiary under the Operations Contract due to the failure by it to make available the expertise/ financial resources of the Parent Company to the Bidding Company.
6. The Parent Company's obligations under this Guarantee shall not exceed the obligations of the Bidding Company under the Operations Contract.
7. The obligation of the Parent Company shall take effect from the date of this Guarantee and shall remain in full force until all the obligations of the Bidding Company/ consortium of which the Bidding Company is a member/ SPV operator of which the Bidding Company is a shareholder have been fully performed and discharged under the Operations Contract. The Parent Company further undertakes to perform forthwith without insisting on any proof of breach of Contract by its Bidding Company and purely relying on Beneficiary' s written demand.
8. The liabilities of the Parent Company shall not be discharged, diminished or otherwise affected by:-
 - (a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidding Company or the Parent Company.
 - (b) Any time, indulgence, waiver or consent given to Bidding Company by the Beneficiary.
 - (c) Any amendment to the Operations Contract or any security or other guarantee or indemnity to which Bidding Company has agreed.
 - (d) The dissolution, amalgamation, reconstruction or reorganization of Bidding Company or Parent Company.
9. NOTICE: Any notice, demand, declaration or other communication to be given by the Beneficiary or the Parent Company to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below :-

For Parent Company	
Attention of	
Mailing Address	
Email Address	
Fax No.	

For Beneficiary	
Attention of	
Mailing Address	
Email Address	
Fax No.	

10. GOVERNING LAW AND JURISDICTION: This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.
11. DISPUTE RESOLUTION any dispute arising out of or in relation to this Guarantee shall be

resolved in accordance with the rules set out in the Operations Contract.

12. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
13. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
14. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
15. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
16. This document has been executed by a duly authorized signatory on behalf of the Parent Company having the requisite power to do so.

IN WITNESS WHEREOF the Parent Company has duly executed this Guarantee as at the date first above written.

For and on behalf of Parent Company,

(Signature)

Witness

Signature:

Name:

Designation:

Date:

Note:* Strike off that which is not applicable

APPENDIX VIII: Format for Letter of Award

[Date]

To: [name and address of the Bidder]

This is to notify you that your Bid dated [date] for execution of Services as Operator for Cost Effective and Sustainable Up-scaling of Continuous (24x7) Pressured Water Supply, its Operation and Management in Hubballi-Dharwad City of Karnataka, India for the Contract Price of the equivalent of [amount in numbers and words] Indian Rupees, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

APPENDIX IX: Format of the Performance Security

To:

**The Commissioner
Hubballi-Dharwad Municipal Corporation
Sir Siddappa Kambli Road
Hubballi - 580028**

Whereas *[name and address of the successful bidder]* (hereinafter called the "**Successful Bidder**") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called the "**Contract**");

And whereas it has been stipulated by you in the said Contract that the Successful Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Successful Bidder such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Bidder, up to a total of *[amount of Guarantee]* *[amount in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 90 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

a. Date _____

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded."