



REQUEST FOR PROPOSAL

For

Installation of E-Toilets with Bio-Digesters in Faridabad (Haryana)

Ref No: MCF/PA/2017/72

Issued on: 13/01/ 2017

Employer: Municipal Corporation Faridabad,
BK Chowk, NIT Faridabad, Haryana.
Pin Code- 121001.
cmc@mcfbd.com

DISCLAIMER

The information contained in this Request for Proposal document (“RfP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Municipal Corporation Faridabad (here forth referred to as MCF in this document) or any of its employees or advisers, is provided to bidders 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 not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RfP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RfP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtain independent advice from appropriate sources.

Information provided in this RfP to the consultant is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The MCF and its employees and advisers make no representation or warranty and shall have no liability to any person including any 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 or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way in this Selection Process.

The MCF also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RfP.

The MCF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP.

The issue of this RfP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the MCF reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MCF or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the MCF shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Contents

DISCLAIMER	2
1. INVITATION FOR PROPOSAL.....	7
2. PROJECT BACKGROUND	11
2.1 INTRODUCTION	11
2.2 ABOUT E-TOILET	11
2.2.1 Introduction.....	11
2.2.2 General Features	11
2.2.3 Functional Description.....	12
2.2.4 Connected E-Toilet Infrastructure	12
2.3 DETAILS OF THE LAND PARCELS	13
2.4 Project Structure.....	13
2.5 Scope of Work	13
2.6 Terms and conditions	14
2.7 Concession Period.....	16
2.8 Assignability and Encumbrances	16
3. GENERAL TERMS AND CONDITION	16
3.1 Bidder.....	16
3.2 Proposal Submitted by a Consortium	16
3.3 Fee and Deposits to be paid by the Bidder	18
3.3.1 Proposal Security / Bid Security	18
3.3.2 Performance Security and Project Development Fees.....	19
3.3.3 Professional Fees	19
3.4 One Bid per Bidder	20
3.5 Proposal Preparation and Cost.....	20
3.6 Due Diligence, Inspection and Investigation	20
3.7 Validity of Proposal	20
3.8 Right to Reject Proposals.....	20
3.9 Disputes.....	21
4. TENDERING PROCEDURE AND SCHEDULE	21
4.1 Eligibility of the Bidders.....	21

4.2	Amendment of RFP	22
4.3	Preparation and Submission of Proposal	22
4.4	Language and Currency	23
4.5	Bidder’s Responsibility.....	24
4.6	Earnest Money Deposit (EMD) and Bid processing Fees	25
4.7	Bid Processing Fees	25
4.8	Submission of Proposals	25
4.9	Evaluation of PROPOSALS	27
	The evaluation will be done in two (2) stages as explained below:	27
4.10	Confidentiality	27
4.11	Acknowledgement of the Proposal	27
4.12	Execution of Concession Agreement.....	28
4.13	Bids of other Bidders	29
4.	Standard Forms	31
	FORM- A: Letter of Application & Interest	32
	FORM- B: General Information OF the Bidder.....	34
	FORM- C: FINANCIAL PROPOSAL SUBMISSION FORM	48
	FORM- E: Affidavit	35
	FORM- F: Format for Power of Attorney for Signing of Application.....	36
	FORM-G: Proposal Security (Bank Guarantee)	37
	Form-H: POWER OF ATTORNEY BY EACH MEMBER OF THE CONSORTIUM IN FAVOUR OF LEAD MEMBER	39
	Form-I: Format for establishing the Technical Experience of the Bidder	41
	Form-J: Format for establishing the Financial Experience of the Bidder.	42
	Form- L: Joint Bidding Agreement for Consortium	44

OFFICE OF THE MUNICIPAL COPORATION FARIDABAD

No. MCF/PA/2017/72

DATED:- 13/01/2017

E-TENDER NOTICE

Municipal Corporation Faridabad (MCF) invites online tenders for Installation of E-Toilets with Bio-Digesters in Faridabad on behalf of Municipal Corporation, Faridabad for the work mentioned below:-

Sr. No.	T. No.	Name of work	Est. Amount	EMD to be deposited by Bidder (Rs.)	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission	Tender Open Date
1.	31789	Installation, Planning, Designing, Engineering, Finance, Construction, Operation and Maintenance of E-Toilets with Bio-Digesters	-	Rs. 100,000 (Indian Rupees One Lakh only)	10000+ 1000 =11000/-	13/01/2017 Time 17:00 PM	15/02/2017 Time 17:00 PM	20/02/2017 Time 11:00 AM

1. Tender will be opened on 20/02/2017
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Executive Engineer, Municipal Corporation, Faridabad phone no. 91-129-2410086. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in/>
5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering ”.

Executive Engineer
Municipal Corporation,
Faridabad

1. INVITATION FOR PROPOSAL

1. The Municipal Corporation Faridabad (MCF and hereinafter called “Employer”) invites proposal to provide the following consulting services: This RFP is for **Installation, Planning, Designing, Engineering, Finance, Construction, Operation and Maintenance of E-Toilets with Bio-Digesters (“Project”)** at various places in Faridabad. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.
2. Municipal Corporation Faridabad invite proposals for installation, operation and maintenance of E-Toilets with Bio-Digesters in Faridabad through Public Private Partnership (“PPP”) mode on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis.
3. The Employer will enter into separate agreements with the Successful Bidder selected in accordance with this RFP. The agreements will be in the format specified by the Employer.
4. A “Single Stage” bidding process is being followed for determining the Successful Bidder. The Bidders are required to meet the minimum threshold technical and financial capability criteria as stated in Data Sheet. Pursuant to that, the Bidders would be evaluated on the basis of detailed technical and financial proposals and qualify for undertaking the Project as set out in this RFP. This qualification assessment would be carried out as part of the current bidding and evaluation process. The financial proposal of only those Bidders that possess the minimum technical requirements specified herein would be opened and evaluated.
5. The RFP document contains information about the Project, bidding process, proposal submission, qualification and financial proposal requirement.
6. The proposal is available online on <https://haryanaeprocurement.gov.in> from **13/01/2017 (18:00 PM onward) to 15/02/ 2017 (up to 17:00 PM)** for a non-refundable fee as indicated in the Data Sheet as scheduled in General Terms and Condition for E-tendering. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
7. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <https://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
8. Proposal must be submitted online on <https://haryanaeprocurement.gov.in> on or before 17.00 PM hours on **15/02/2017** and the ‘Technical proposal’ will be opened online on

the **20/02/2017** at 11:00 AM. The “Financial proposal” shall remain unopened in the e-procurement system until the second public Bid opening for the financial proposal. Any proposal or modifications to proposal received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the Proposal as specified, the Proposal will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of Proposal.

9. The consultant shall also submit the proposal in hard bound Technical and Financial Proposals respectively be in the format prescribed in Section 4 (Standard Forms)
10. For any other queries, please contact Executive Engineer, Municipal Corporation Faridabad on phone No.0129 2410086
11. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in>.

Yours sincerely,

Address: Municipal Commissioner, Municipal Corporation Faridabad, BK Chowk, NIT Faridabad, Haryana. Pin Code- 121001.

Ph No: 0129 2410086

Email Id: cmc@mcfbd.com

General Terms and Conditions for e tendering:

1. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee and e-service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
4. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment towards EMD fee in due course of time i.e. between **13/01/2017 (up to 18:00 PM) to 13/02/2017 (up to 16:00 PM)**. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her Proposal for the respective event / tenders.
5. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance i.e. on or before **13/02/2017 (up to 16:00 PM)**; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their Proposal on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.
6. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
7. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
8. The offer will remain valid up to 90 days from the date of opening of tenders.
9. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months.

Schedule of Event

SL. NO.	EVENT	DATE
1	DATE FOR DOWNLOADING of RfP DOCUMENTS from https://haryanaeprocurement.gov.in .	13/01/2017 upto 18:00 PM
2	LAST DATE FOR RECEIVING QUERRIES & COMMENTS	27/01/2017 upto 17:00 PM
3	PRE-BID MEETING	30/01/2017 2016 at 14:00 PM
4	LAST DATE FOR SUBMISSION OF BID (PROPOSAL DUE DATE)	15/02/2017 upto 17:00 PM
5	OPENING OF TECHNICAL BID	20/02 /2017 at 11:00 AM
6	OPENING OF FINANCIAL BID	To be Notified later

If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.

2) The Schedule indicated above is tentative and MCF may change any or the entire schedule under intimation to all bidders.

2. PROJECT BACKGROUND

2.1 INTRODUCTION

Municipal Corporation Faridabad endeavors to improve the city's public amenities and to enhance the city's aesthetics through regulated Outdoor Advertising devices and also invites Responsive Bids for the Installation of E-Toilets with Bio-Digesters in 10 locations of Faridabad City for a concession period covering the following aspects:

- a) E-Toilets with bio-digesters should be installed as per the designs approved by Municipal Corporation Faridabad, so as to maintain uniformity.
- b) Advertisement panels may be mounted on the structure covering the toilet blocks to generate revenue.

MCF invites proposals from interested firms /agencies / Companies for Installation of E-Toilets/Bio-Toilets in various locations of Faridabad city. MCF intends to select the firms /agencies / Companies for Installation of E-Toilets/Bio-Toilets in various locations of Faridabad city through a transparent competitive bidding process in accordance with the procedure set out herein. It would utilize the revenue generated for providing the public amenities like portable toilets, e-toilets/bio-toilets, drinking water facilities, etc in and around the city.

2.2 ABOUT E-TOILET

2.2.1 Introduction

E- Toilet or electronic toilet system is a modular, pre-fabricated public toilet made of steel and is integrated with user-friendly electronic interfaces. These are sophisticated unmanned, automated and have remote monitoring capabilities and its health status can be tracked over web. E- Toilets, by integrating electrical, mechanical and web-mobile technologies, incorporate full-cycle approach in sustainable sanitation.

2.2.2 General Features

- a) Body to be built up of Cold Rolled Steel (CRS) with powder coating or stainless steel to make it durable.
- b) Coin validator system installed.
- c) Pre Flush, Auto flush, automatic platform cleaning mechanism to clean the toilet before and after usage.
- d) LED indications to notify the user about the status of the system.
- e) Voice Guidance to help the user to operate the toilet without manual assistance.
- f) Display boards where instructions in Hindi and English shall be written for the aid of the user.

- g) In built water tank.
- h) Advertisement panels on which public messages, corporate advertisements can be displayed to generate revenue.
- i) GPRS Connectivity which will help in the monitoring the health status of the unit.
- j) Special arrangements for the differently abled must be provided.

2.2.3 Functional Description

The unit may have an Indian style closet or a western style WC, health faucet, lights, status display & instruction boards, etc. as the case may be. Water tank of 300 liter capacity shall be erected on top of the toilet unit. The tank will be connected to the three flushes (pre-flush/platform washing/ after use flush) in the unit.

There should be display light outside the toilet unit, which shows whether the unit is “Occupied” indicating with Red light or “Unoccupied” indicating with Green light. The user should be able to enter and close the door manually, similar to a conventional toilet.

Upon entering the toilet, indoor lights should be switched on automatically. Pre-flush system will wet the closet initially. Toilet flush can be activated using a manual flush cock provided inside the toilet. Even if the user forgets to flush after usage, the system should automatically flush after the exit. Exit from the unit is completely manual. An automatic floor cleaning mechanism should also be provided through which, the floor will be cleaned automatically. The floor cleaning should be activated either through a push switch or it may be programmed to function after a specified usage.

2.2.4 Connected E-Toilet Infrastructure

E-Toilets should be connected over a GPRS network, which ensure real-time monitoring of the usage and health status of the e-Toilets. The health status may be viewed and managed over a web interface for ensuring minimal downtime and standardized maintenance operations. A Service Engineer must attend to technical trouble shooting of the E-Toilets within 24 hours.

The E-Toilet, though must integrate several electronic technologies for its smooth operations, should not provide any complex electronic interface for the user. The electronic systems are should be utilized for effective management of the E-Toilets.

The E-Toilet must be connected to a bio-digester of capacity for 200 users. Outdoor advertising space on E-Toilet panels must be provided.

2.3 DETAILS OF THE LAND PARCELS

The details of the land parcels where the Project will be developed are as specified below:

S. No.	Location of Land parcel	S. No.	Location of Land parcel
1	Barahi Talab	6	Sector-7
2	Bye Pass (Sector-29)	7	Sector-14
3	Badhkal Chowk Junction at Mathura Road	8	Sector-15
4	Old Railway Station	9	Sector-16
5	Sant Nagar	10	Sector-17

Approximate area for installation of each toilet unit is 200 sq.ft.

2.4 PROJECT STRUCTURE

- 2.4.1 The Concessionaire shall have the exclusive right, license to Develop/Install e-toilet & Bio-digester and Operation management and maintenance for the Concession Period. The Source of revenue to recoup his investments shall be determined tariff as per recommendation from MCF/MCF and displaying Advertisements at proposed units.
- 2.4.2 The Concessionaire shall prepare a Project Report with design specification and pursuant to its approval, complete the project development of Public Toilet Units, within the stipulated Implementation Period as specified in the scope of work..
- 2.4.3 The Concessionaire shall be allowed to levy and collect revenues (as per market scenario), as generated pursuant to the operation of the Toilet Units and its other components etc, as per the provisions laid down in the agreement with the Employer.

2.5 SCOPE OF WORK

It is proposed to install E-Toilets with Bio-Digesters at the above mentioned sites. The “**Scope of Work**” is given below while complying with applicable laws including but not limited to the local by-laws:

- Installation of E-Toilet with Bio-Digester at the designated site identified by Municipal Corporation Faridabad.
- Operation & maintenance of E-Toilet with Bio-Digester and advertisement panels may be installed on the super-structure of the toilet blocks.

- Certification of structural safety of the installation and barring force majeure, accidents, vandalism the bidder shall make good any structural faults in the installation, if any at the earliest.
- Effluent from each bio-digester should be connected to nearest sewerage system.
- The installation to be completed within one (1) Month from the date of signing of contract as directed by Municipal Corporation Faridabad.
- The Employer shall not be responsible for untoward incidence, if occurred due to structural fault. The bidder would be responsible for any civil/criminal proceedings arising out of such incidence and for damage caused to life and property thereof.
- Carrying out the installation in a safe and responsible manner without any inconvenience or danger to the public.
- Co-ordination and getting the approval from various departments
- The successful bidder is allowed to collect advertisement revenue and user charges from the E-Toilet block.

2.6 TERMS AND CONDITIONS

2.6.1 The bidders shall submit Technical and Financial Proposal as specified in the Section-1. The evaluation of the bids will be completed in 2 stages.

Stage 1 – Opening of Technical Bids

Stage 2 - Opening of Financial Bids of Technically qualified Bidders

The entire bidding process has been explained elaborately in Section- 4 of this RFP Document.

2.6.2 The Successful Bidder shall take certification for structural safety of installation from a reputed technical institution as prescribed by the Employer. The same institution would perform quality check and certify the Project post completion.

2.6.3 At the end of the Concession Period the Project shall be transferred back to the Employer, in accordance with the provision of the Concession Agreement that will be executed in the format prescribed by the Employer.

2.6.4 The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Employer or the relevant government agency or Municipal Corporation Faridabad, as the case may be.

2.6.5 The Bidders must note that they would be required to follow the applicable law for installation, construction and development of the Project, including local building by-law

requirements and other statutory rules/ regulations and other prevalent applicable regulations.

- 2.6.6 Bidders are required to carry out their own due diligence for the potential revenue generated from the Project. The Employer shall not take any kind of responsibility whatsoever for the revenue generated from the aforesaid sources.
- 2.6.7 The Employer proposes to select a Successful Bidder for taking up the Project in DBFOT mode in accordance with the provisions of the Concession Agreement, which shall have a predetermined Concession Period starting from the date conditions precedent specified in the Concession Agreement are satisfied (such date being hereinafter referred to as the “Compliance Date”).
- 2.6.8 The proposed sites for project development shall be licensed to the Concessionaire for the purpose of development of the Project. The Concessionaire shall develop the Project and thereafter, operate and maintain it throughout the Concession Period. The act of granting permission to develop the Project at the Site and to sub - license the use of the Project Facility or any part thereof shall not vest or create any proprietary interest in the Site or the infrastructure comprising the Project, or any part thereof including any permanent fixtures, fittings, etc. installed at the location of the Site in favor of the Concessionaire or any sublicensed(s).
- 2.6.9 The Concessionaire shall be entitled to sub - license the built up space in accordance with the provisions of the Concession Agreement, and any guidelines or procedures prescribed by the Employer in this regard from time to time.

2.6.10 End of the Concession

At the end of the Concession Period,, by efflux of time or premature termination for any reason whatsoever, all rights given under the Concession Agreement shall cease to have effect and the possession of the Site and the entire assets of the Project including all infrastructure and facilities developed in relation thereto shall transfer back to the Employer at no cost to the Employer. All the immovable assets attached to the Project/Project Site shall revert to the Employer without any obligation on the Employer to pay or adjust any consideration or other payment to the Concessionaire.

If during the Concession Period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Concessionaire and the Employer shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any third party claims. The Concessionaire is advised to procure insurance for meeting such liabilities at his own cost.

2.7 CONCESSION PERIOD

In general, concession period is the span of time granted by the government to the private sector within which the private sector is responsible for the financing, construction and operation of a project. The Bidder quoting the least concession period shall be the Successful Bidder.

2.8 ASSIGNABILITY AND ENCUMBRANCES

- 2.8.1 Except for leasing / sub-leasing / the use of the built space and facility as per the terms of the Concession Agreement, the Concessionaire shall be entitled to assign any of his rights, or interests in this Agreement in favor of lenders/ financial institutions at any time, for raising finance for the Project.
- 2.8.2 However, under no circumstances, the land or building or facilities constructed or installed at the Project or Site shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including lenders / financial Institution(s) / banks.

3. GENERAL TERMS AND CONDITION

3.1 BIDDER

Any person(s) including a company, sole proprietor or a registered partnership firm or a company or a LLP, or a foreign entity who submits a bid (**“Proposal”/“Bid”**) as per the terms of this RFP within the stipulated time for submission of Proposals is a **“Bidder”** for the purpose of this RFP.

3.2 PROPOSAL SUBMITTED BY A CONSORTIUM

- 3.2.1 The maximum number of allowed members in a consortium are three (3). Each consortium must specify the proposed equity share holding and nominate a member as the “Lead Member” of the Consortium. This shall be enshrined in the Joint Bidding Agreement (“JBA”) signed by all consortium members and submitted along with bid/ proposal, in the format provided in Format J appended to this RFP.
- 3.2.2 Any changes in the membership of a Bidder will be rejected by the Employer. Proposals submitted by a consortium must provide a JBA to be signed by each member in that consortium and also, on their respective company letter-head duly signed by the authorized signatory of the company which describes the responsibilities and equity commitments of that member in the consortium
- 3.2.3 In the event the Project is awarded to a Consortium/ Joint Venture, shall form a Special Purpose Company (“SPC”) registered under Companies Act, 2013 in India for the implementation of the Project. The SPC shall be formed after issuance and acceptance of Notice of Award within thirty (30) days preceding signing of the Concession Agreement.

The SPC would enter into the Concession Agreement and subsequently carry out all the responsibilities of the Concessionaire and undertake the Project as stipulated in the Agreement. The proposed shareholding of the members of the consortium in the SPC must be in compliance with the criteria specified in the RFP. However, the membership structure of the Bidder shall not be changed by the Bidder without the Employer's prior written approval.

3.2.4 Minimum Equity requirements

- a) The aggregate shareholding of the consortium members (in case of a Consortium) or Successful Bidder (in case of individual Bidder) in the issued and paid up equity share capital of the Concessionaire shall be not less than:
 - ✓ Fifty one percent (51%) till a period of issuance of Construction Completion Certificate by the Employer; and
 - ✓ Twenty six percent (26%) during the balance Operation and Maintenance Period, till the Project Transfer Date/ issuance of Concession Agreement Completion Certificate.
- b) In addition to the above obligations, the Lead Member of the Consortium shall at all times maintain a minimum equity component of twenty six percent (26%) in the stipulated issued and paid up equity share capital of Concessionaire.
- c) At no stage shall any change in the equity components/ shareholding patterns shall be made by the Consortium members or by any of the Successful Bidder without obtaining prior approval from the Employer. On an application made for the purpose, the Employer may permit the change of shareholding patterns, provided the Employer is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Employer and any of the confirming authorities. However, no such change in the shareholding pattern shall be permitted by the Employer, which would make the consortium members or associates or the Concessionaire non-compliant with the conditions stipulated in the RFP.

3.2.5 It is clarified that a Successful Bidder which is not a Consortium, may also incorporate an SPC for implementation of the Project but does not have the obligation to do so. Provided however, in case of a single Bidder who is a foreign entity, it shall be mandatorily required to incorporate an SPC for implementation of the Project.

3.2.6 Members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and a statement to this effect shall be included in the Joint Bidding Agreement. The Employer may require other such documents / undertakings/ indemnities as it may deem fit from the Consortium members before or at the time of issuance of Notice of Award/ signing of the Concession Agreement.

- 3.2.7 The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPC. The Lead Member shall hold authorization in the form of power of attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with the Employer. Unless specifically advised to the contrary, the Employer shall assume that the person (s) designated is authorized to perform all tasks, including, but not limited to, providing information, responding to inquiries and entering into contractual commitments on behalf of the company or the consortium as the case maybe. Any and all limitations on the Employer of the designated person(s) shall be detailed in the Proposal.
- 3.2.8 Bidders who have used the net worth and/ or technical support/ expertise of their parent/ group company to satisfy the minimum eligibility criteria mentioned in the NIT advertisement, shall be required to furnish along with their Proposals, a letter of guarantee, accompanied by a board resolution from their Parent/ Group Companies authorizing the said Bidder to take part in the bidding process and by pledging their financial strength and/ or technical support and expertise towards the development of the Project. Failure to furnish such letter of guarantee accompanied by a board resolution from the parent/ group company shall entail automatic disqualification of their proposals by the Employer.
- 3.2.9 Each member of the Consortium shall submit a signed letter (on the company's letter head) with the Proposal, which states that the said member:
- Has reviewed the entire Proposal.
 - Is in accord with each key element of the Proposal, including, but not limited to, its technical and price components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
 - Has participated in only one Proposal for this Project.
 - Each of the Consortium members will be jointly and severally liable to the Employer.
- 3.2.10 All pertinent information that may affect the performance of the responsibilities of any Consortium member such as ongoing litigation, financial distress, or any other such matter must be disclosed. In the event of non-disclosure of such information, the Proposal will be liable to be rejected by the Employer.

3.3 FEE AND DEPOSITS TO BE PAID BY THE BIDDER

3.3.1 Proposal Security / Bid Security

- (i) The bid shall be accompanied by a Proposal Security for a value mentioned in the Proposal Data Sheet at the time of submission of Proposal in any one of the following manners:
- A Bank Guarantee issued by a Scheduled Bank in favour of “Municipal Corporation Faridabad” and in the format given in Article 5 (F) of Section 1 of the RFP document; or

- Demand Draft in favor of “Municipal Corporation Faridabad” payable at Faridabad
- (ii) The Bank Guarantee shall be valid for a minimum period of one hundred and eight (180) days from the Proposal due date. On request from the Employer, the Bidders would be required to extend the validity of the Proposal Security on the same terms and conditions.
- (iii) The Proposal Security of the Successful Bidder will be returned on receipt of Performance Security from the Successful Bidder.
- (iv) Any Bid submitted without the Proposal Security in the form as specified in the RFP document shall be summarily rejected.
- (v) The Proposal Security of Bidders, whose Proposal is rejected on account of being non-responsive in accordance of Clause 4.8.2 of the RFP, will be returned/refunded within a period of sixty (60) days from the date of intimating the rejection of the Proposal by the Employer to the Bidder. The Proposal Security shall be forfeited by the Employer, in the following cases:
- If the Bidder withdraws his Bid after Technical Proposal opening and during the Bid Validity Period.
 - In case of a Successful Bidder, if the Successful Bidder fails to sign the Concession Agreement within the specified time limit as given out in Clause 4.11.2 of the RFP or any extension thereof,
 - In case of a Successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security or fails to start the work within stipulated period.
 - In case there are conditions proposed with the Technical and/or Financial Proposals.

3.3.2 Performance Security and Project Development Fees

The Successful Bidder, for due and faithful performance of its obligations under the Concession Agreement, shall be required to provide to the Employer within twenty one (21) days of the acknowledgement of Notice of Award, the following:

- “Performance Security” of an amount as stipulated in the Proposal Data Sheet;
- “Project Development Fees” of an amount as stipulated in the Proposal Data Sheet. The Successful Bidder is required to submit irrevocable and non – refundable Project Development Fees in the form of Demand Draft in favour of Municipal Corporation Faridabad.

3.3.3 Professional Fees

The Successful Bidder shall bear the professional fees charges for getting structural safety certificate and quality certification of final Project.

3.4 ONE BID PER BIDDER

Each Bidder shall submit only one Bid for the Project. Violation of this shall lead to disqualification of the Bidder along with the Consortium it is the part of.

3.5 PROPOSAL PREPARATION AND COST

All Bidders are required to submit a detailed proposal (herein-after referred to as the “Proposal” or “Bid”) in accordance with this RFP. Bidders should provide information sought herein in the prescribed formats in order to accurately establish and interpret the information provided. The cost of preparation of the Proposal and related expenses shall be borne by the Bidders themselves.

3.6 DUE DILIGENCE, INSPECTION AND INVESTIGATION

The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the sites and information/ data provided by the Employer in the RFP Document, when they submit the Proposal. Interested Bidders are invited to visit and inspect the Sites at their own expense. Failure to investigate fully the Site or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

3.7 VALIDITY OF PROPOSAL

- 3.7.1 The Proposal shall remain valid for a period not less than one hundred eighty (180) days from the due date of submission (“Offer Validity Period”). The Employer reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of the Employer.
- 3.7.2 A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension.
- 3.7.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Concession Agreement.

3.8 RIGHT TO REJECT PROPOSALS

- 3.8.1 The Employer reserves the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/ liability upon the Employer of any type whatsoever.
- 3.8.2 Misrepresentation / Fraud / Breach of Terms and Conditions

If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of

the RFP, the bid shall be cancelled by the Employer. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

3.9 DISPUTES

All disputes between the Successful Bidder and the Employer shall be settled as per the dispute resolution procedure elaborated in the Concession Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where the Employer asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

4. TENDERING PROCEDURE AND SCHEDULE

4.1 ELIGIBILITY OF THE BIDDERS

4.1.1 Eligibility Criteria

Interested Bidder meeting any one of the following eligibility criteria may submit their proposal for individual projects:

S. No.	Description	Minimum Requirements
1	Technical Criteria	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -</p> <ol style="list-style-type: none"> 1. Three similar completed works costing not less than the amount equal to 40% of the estimated cost on each projects. 2. Two similar completed works costing not less than the amount equal to 60% of the estimated cost on each projects. 3. One similar completed work costing not less than the amount equal to 80% of the estimated cost on each projects. <p>A Bidder shall be a private, or public legal entity, or a combination of them in the form of association(s) including Joint Venture (JV). In the case of a JV/ consortium,</p> <ol style="list-style-type: none"> a. all parties shall be jointly and severally liable, b. the number of partners shall be limited to 02 (two) and c. the proposed lead partner shall be clearly specified. <p>Proof in the form of a power of Attorney in favour of the lead member to be furnished.</p>
2	Financial Criteria	<p>The Consultant (in case of single business entity) / Lead Member (in case of JV) should have a minimum average annual turnover of Indian Rs. 100 (Hundred) Crores during the last three (3) financial years.</p>

It is hereby made clear that in case of Consortium, the net worth of only those members would be taken into consideration that hold a minimum of 20% equity participation in the consortium in the same proportion that is mentioned in their Joint Bidding Agreement.

The technical experience of the Bidder shall be duly certified by the relevant authorities. The net worth in Indian Rupee (INR) shall be duly certified by a statutory auditor.

4.1.2 Eligible Bidders

Bidders fulfilling the eligibility criteria set out above will be the eligible Bidders provided the Bidder is not under a declaration of ineligibility for corrupt or fraudulent practices, and the Bid is not non-responsive in terms of this RFP.

4.1.3 Pre-Bid Conference

Bidders may send their queries to the Employer by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Employer.

- (i) The purpose of the Pre-Bid Conference will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- (ii) The Bidder or his authorized representative is invited to attend a Pre-Bid Conference, which shall take place at the date and venue as prescribed in the Proposal Data Sheet
- (iii) It is advisable to attend the Pre-Bid Conference. Subsequent to the date of the Pre-Bid Conference, the Employer shall not respond to questions or inquiries from any Bidder.

4.2 AMENDMENT OF RFP

4.2.1 At any time prior to the Proposal Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of addenda. This will be sent in writing to all the Bidders and shall be binding upon them.

4.2.2 In order to give the Bidders reasonable time in which to take an addendum into account, or for any other reason, the Employer may, at its discretion, extend the Proposal Due Date.

4.3 PREPARATION AND SUBMISSION OF PROPOSAL

4.3.1 Completed proposals shall be accepted on or before the Proposal Due Date at the venue mentioned in the Proposal Data Sheet.

- 4.3.2 The Employer, at its sole discretion, retains the right, but is not obliged, to extend the Proposal Due Date by issuing an addendum.
- 4.3.3 Bidders shall furnish the information strictly as per the formats given in Article 5 of Section 1 of this document without any ambiguity. The Employer shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 4.3.4 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.
- 4.3.5 In case of a Consortium, the members shall submit a Joint Bidding Agreement conveying their intent to jointly bid for the project, and in case the project is awarded to them, to form a SPC that will subsequently carry out all its responsibilities as the Concessionaire. The MOA (Memorandum of Association) shall also include the nomination of the Lead Member in the consortium and clearly outline the proposed shareholding and responsibilities of each member at each stage.
- 4.3.6 All proposals/bids/offers shall be signed by the duly 'Authorized Signatory' of the Bidder. In case of a consortium, the proposal shall be duly signed by the Authorized Signatory of the Lead Member. Bidders shall submit a supporting power of attorney authorizing the Authorized Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a consortium, such power of attorney shall be signed by all members of the consortium and shall be legally binding on all of them.
- 4.3.7 The Authorized Signatory shall initial the Proposal on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal.
- 4.3.8 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.
- 4.3.9 Bidders are required to submit only one Proposal.
- 4.3.10 Any entity which submits or participates in more than one Proposal shall be disqualified and shall also cause the disqualification of the consortium in which it is a member.

4.4 LANGUAGE AND CURRENCY

- 4.4.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the translation (original as translated by the Employer) shall prevail.
- 4.4.2 The currency for the purpose of the Proposal shall be Indian National Rupee (INR).

4.5 BIDDER'S RESPONSIBILITY

4.5.1 It shall be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:

- The requirements and other information set forth in this RFP document.
- The various aspects of the Project including, but not limited to the following:
 - ✓ The Site, existing facilities and structures, access roads and public utilities in the vicinity of the Site;
 - ✓ All other matters that might affect the Bidder's performance under the terms of this RFP, including all legal obligations, clearances, risks, costs, liabilities and contingencies associated with the Project.

4.5.2 The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

4.5.3 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.

4.5.4 The Bidder shall obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of bid. The details provided in this RFP document, is intended to guide the bidders in preparing their proposal only. MCF shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.

4.5.5 All the costs associated while preparation of bid, and undertaking any further studies and investigations shall be at the Bidder's own expense.

4.5.6 Site Visit

- The Bidders prior to submitting their Bid for the Project, are expected to visit and examine the project site and the site surroundings at his/her own expenses, the site being offered on an "as is where is" basis and ascertain, on their own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the site whether he inspects it or not.

4.5.7 Familiarity with Clearances:

The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.

4.5.8 The Employer shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

4.6 EARNEST MONEY DEPOSIT (EMD) AND BID PROCESSING FEES

4.6.1 Earnest Money Deposit

- a) An EMD amount as mentioned in data sheet and as scheduled in General Term & condition of e-tendering.
- b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- c) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- d) No bank guarantee will be accepted in lieu of the earnest money deposit.
- e) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

4.6.2 The EMD shall be forfeited by the Employer in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- c) If the consultant tries to influence the evaluation process.
- d) If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

4.7 BID PROCESSING FEES

All consultants are required to pay as mentioned in data sheet and as scheduled in General Term & condition of e-tendering. Non submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

4.8 SUBMISSION OF PROPOSALS

4.8.1 Online Submission of Technical and Price proposal:

- Proposal must be submitted online on <https://haryanaeprocurement.gov.in>.
- Consultant can prepare and edit their offers number of times before final submission. Once finally submitted bidder cannot edit their offers submitted in any case. No written or online request in this regards shall be granted.
- Consultant shall submit their offer i.e. Technical bid as well as price Bid in Electronic Form on the above mentioned website latest by the submission date as

mentioned above after digitally signing the same.

- Offers submitted without digitally signed will not be accepted.
- Offers only in physical form will not be accepted in any case.

The consultant shall also submit the proposal in hard bound Technical and Financial Proposals respectively be in the format prescribed in Section 4 (Standard Forms)

4.8.2 The Proposals shall be submitted as explained below:

- a) The proposal must submit along with an EMD.
- b) TECHNICAL BID” shall contain the following:
 - Letter of Application and Interest (As per Format A)
 - General Information on the Bidder (As per Format B)
 - Affidavit (As per Format C)
 - Power Of Attorney for Signing of Application (as per Format D)
 - Proposal / Bid Security Format (as per Format E)
 - Power of attorney for Lead Member from other Member in case of Consortium (as per Format F)
 - Format to establish the Technical Experience of the Bidder (as per Format G)
 - Format to establish the Financial Experience of the Bidder (as per Format H)
 - Form-I: Project Experience Record
 - Joint Bidding Agreement (as per Format J)Original RFP Document duly signed (on each page) by an authorized representative as a token of acceptance.
All required submissions, if the Bidder is applying through Consortium and as stated in the RFP Document.
- c) FINANCIAL BID should contain only the duly filled in Financial Bid of the Bidders.
 - FORM- K Financial Proposal Submission Form
 - FORM-L: Financial Proposal Specification

Opening of Proposals

- Opening of proposal will be held on Date and Time indicated in the Data Sheet. The bidders shall be prior intimated to the technically qualified Bidders.
- The consultants or their representative who wish to remain present at the venue, at the time of opening of proposal may do so.
- The offline technical evaluation of the tender received on or before last date of submission would be done and results will be displayed on website.
- After successful completion of Technical Evaluation, financial proposal of only those consultants shall be opened online who are found qualified.

4.9 EVALUATION OF PROPOSALS

THE EVALUATION WILL BE DONE IN TWO (2) STAGES AS EXPLAINED BELOW:

- 4.9.1 **In Stage - I**, the Proposal / bid Security shall be first checked. Proposals without the appropriate Proposal Security will be rejected. The submission(s) in Envelope 2 shall be checked for technical evaluation. All proposals passing Stage I of the evaluation will be considered responsive enough to be considered for the next stage.
- 4.9.2 **Stage – II** of evaluation, the Financial Bids of only those Bidders who have passed Stage I shall be opened by the Employer in presence of the nominees of the Bidders, who choose to attend the same. The Bidder quoting the minimum Concession Period in Months (“H1”) shall be the Successful Bidder for the Project. Bidders shall be ranked H1, H2, H3 etc. in increasing order of the Concession Period (in Months) quoted by them in their financial offers.
- 4.9.3 Even if only a single bid is received (and technically qualified) or a single bid amongst several is technically qualified, the Employer retains the right to open his Financial Bid and award the Project.
- 4.9.4 The Employer would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that Bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.
- 4.9.5 Financial Proposals of Bidders who do not qualify the Stage-I of evaluation will not be opened and will be returned unopened.
- 4.9.6 The Proposal (Financial and Technical) should be unconditional and any conditionality attached with the proposal may result in the rejection of the Proposal.

4.10 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The Employer will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. The Employer will not divulge any such information unless it is ordered to do so by any Government Employer that has the power under law to require its disclosure or due to statutory compliances.

4.11 ACKNOWLEDGEMENT OF THE PROPOSAL

- 4.11.1 The Successful Bidder shall be issued **Notice of Award** (“NoA”) in duplicate. The Successful Bidder shall within ten (10) days of the receipt of the NOA, sign and return the duplicate copy of NOA in acknowledgement thereof. In the event duplicate copy of

the NOA duly signed by Successful Bidder is not received within stipulated time, the Employer may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the NOA.

4.11.2 After acknowledgement of the NOA as aforesaid by Successful Bidder, Concessionaire shall execute the Concession Agreement in the format specified by the Employer within thirty (30) days thereof. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

4.12 EXECUTION OF CONCESSION AGREEMENT

4.12.1 The Successful Bidder is required to sign the Concession Agreement within 30 (thirty) days of conveying his acceptance of the NoA to the Employer in writing. Prior to signing of the Concession Agreement, the Successful Bidder must satisfy the conditions required to be satisfied by it. The Employer shall not execute the Concession Agreement until these conditions have been satisfied:

- (i) The Successful Bidder has submitted the requisite Construction Performance Security to the Employer.
- (ii) The Successful Bidder has deposited Project Development fees to the Employer.
- (iii) The Successful Bidder, if it is a subsidiary of a holding / parent company or part of an SPC, it shall be required to furnish a letter of guarantee from its holding / parent Company (including a board resolution of such holding / parent company) pledging such holding / parent company's irrevocable financial strength and technical support to its subsidiary (in case of SPC – in proportion to its subsidiary's holding in the SPC), at all times during the concurrency of the Concession Agreement, and even after its termination for any of the acts and liabilities of its subsidiary prior to termination.

4.12.2 Failure to meet the above conditions (i) to (iii) will result in a breach and the Employer shall be entitled to cancel the award without being liable, in any manner whatsoever, to the Bidder and to appropriate the proposal security and any other amount deposited till that time as 'Damages'.

4.12.3 The cost of stamp duty for execution of Concession Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Successful Bidder.

4.12.4 In case of failure to sign the Concession Agreement within the stipulated time, the Employer shall retain the right to cancel the Award and forfeit the Bidder's proposal security and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

4.13 BIDS OF OTHER BIDDERS

- 4.13.1 The Employer shall return the proposal security received from the Bidders who have not qualified in Stage I of the evaluation, within one hundred eighty (180) days of opening of the technical bid. The proposal security shall be returned without payment of any interest.
- 4.13.2 Proposal Security received from all the short listed Bidders after Stage – II of evaluation (except H1, H2 and H3) will be returned within sixty (60) days from the date of opening of financial bid, and returned thereafter, without payment of any interest.

The Proposal Security of the Successful Bidder (H1) will be returned on receipt of their Performance Security and the Proposal security of H2 and H3 shall be returned within 30 days of receipt of performance security from H1.

DATA SHEET

S. No.	Key information	Details
1.	Name of the Project	Development of E-Toilets with Bio-Digesters on D.B.F.O.T. at various places, Faridabad (Haryana)
2.	Location of the Project	Faridabad
3.	Name and Address of the Employer	Municipal Commissioner, Municipal Corporation Faridabad, BK Chowk, NIT Faridabad, Haryana. Pin Code- 121001. Ph No:0129 2410086 Email Id: cmc@mcfbd.com
4.	Name of the Contact Person	E.E, MCF
5.	Institutional Structure for Implementation	In case of Consortium or foreign entity, mandatorily form a Special Purpose Company (SPC) under Companies Act, 2013. Single bidder may choose to form an SPC
6.	Concession Format	Design – Build – Finance- Operate - Transfer (D.B.F.O.T.) Basis
7.	Earnest money/Proposal security	Amount of Proposal Security shall be Rs.1,00,000/- (Rupees One Lakhs only)
8.	Tender Fees	Bid Processing Fees & E-Service fee (Non-Refundable)- Rs. 11000/- (Rs. 10000/ + Rs. 1000/) (Bid Processing fee as Indian Rupees Ten Thousand + Rs. One thousand for e-service fee) as specified in General Terms and Condition of e-tending.
9.	Bidding Parameter	The Bidder quoting the least concession period shall be the Successful Bidder.
10.	Concession Period	Evaluation of the project will be done on concession period.
11	Installation Period for E-Toilets with Bio-Digesters	1 (ONE) month
12	Pre Bid Conference	30/01/2017 2016 at 14:00 PM
13	Proposal Due Date	15/02/2017 (up to 17:00 PM)
14	Opening of technical bid	20/02 /2017 at 11:00 PM
15	Opening of financial bid	To be Notified later

4. Standard Forms

FORM- A: LETTER OF APPLICATION & INTEREST

(To be submitted and signed by the Bidder’s Authorized Signatory on Letterhead paper of the Bidder)

The Municipal Commissioner
Municipal Corporation Faridabad,

**Sub: RFP for Development of E-Toilets with Bio-Digesters at various places in Faridabad:
Proposal for the Project**

Sir,

1. Being duly authorized to represent and act for and on behalf of.(Hereinafter referred to as “the Bidder”), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a Bidder for “Development of E-Toilets with Bio-Digesters at Various places in Faridabad” in in accordance with the terms & conditions of the RFP Document issued by Employer.
2. Our Technical & Financial Bids are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Proposal Security is enclosed in the Envelope 1 marked “Proposal Security Deposit”.
4. Municipal Corporation Faridabad and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. Municipal Corporation Faridabad and its authorized representatives may contact the following persons for any further information:
 Name of the person (s):
 Address:
 Phone:
 Fax:

6. This application is made with full understanding that: (a) Employer reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids. (b) Employer shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related information as required for the Proposal. We have also visited the Site of the Project in Faridabad for the assessment and have made our own due diligence and assessment regarding the Project.
9. We agree to keep our proposal valid for one hundred eighty (180) days from the date of submission of Proposal thereof, and not to make any modifications in the terms and conditions, not acceptable to the Employer. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by Employer. We agree that, without prejudice to any other right or remedy, Employer shall be at liberty to forfeit the said Proposal Security absolutely.

Authorized signatory
Name and seal of Bidder

Date:
Place:

Encl:

1. The Proposal Security of Rs. _____ (Rupees _____) in the form of Demand Draft/Bank Guarantee bearing No. _____ drawn upon _____ (bank) dated _____.
2. Power Of Attorney For Signing Of Application /Board resolution authorizing the signatory (as per the Suggested Format at Annexure E)
3. Joint Bidding Agreement in case of a Consortium
4. Relevant Submissions as per the given Formats.

FORM- B: GENERAL INFORMATION OF THE BIDDER

1. (a) Name :
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact / communication for Employer within the Company:
 - a) Name :
 - b) Designation :
 - c) Company :
 - d) Address :
 - e) Telephone Number :
 - f) Fax Number :
 - g) E-Mail Address :

3. In case of Consortium:
 - a. The information above (1 & 2) should be provided for all the members of the consortium.
 - b. Information regarding role of each member should be provided:

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role*

* Specify whether Lead Member / Ordinary Member

Signed
(Name of the Authorised Signatory)

For and on behalf of
(Name of the Bidder)
Designation
Place:
Date

To be enclosed:

- 1) Documents certifying Bidder's legal status
- 2) Certificate of incorporation / registration
- 3) In case of a Consortium, Joint Bidding Agreement & Power of Attorney signed by each Consortium partner, clearly indicating the lead partner
- 4) Latest brochures/ organization profiles etc.

FORM- C: AFFIDAVIT

(To be given separately by each consortium member in case of a consortium or otherwise by the Bidder on a Stamp Paper of Rs. 10).

I, S/oresident of, the(insert designation) of the(insert name of the single Bidder/consortium member if a consortium), do solemnly affirm and state as under :

1. **That** I am the authorized signatory of(insert name of company /consortium member) (hereinafter referred to as “Bidder/Consortium Member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/consortium member.
2. **That** I have submitted information with respect to our eligibility for Municipal Corporation Faridabad Development of E-Toilets with Bio-Digesters at various places, Faridabad, Haryana (hereinafter referred to as “Project”) Request For Proposal (‘RFP’) Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. **That** I hereby affirm to furnish any information, which may be requested by Employer to verify our credentials/information provided by us under this tender and as may be deemed necessary by Employer.
4. **That** if any point of time including the Concession Period, in case Employer requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of Employer.
5. **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document has been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at, on this day of....., 2016.

DEPONENT

FORM- D: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(On a Stamp Paper of appropriate value)

Dated ___/___/2017

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms..... (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium 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 in response to the RFP issued by the MUNICIPAL CORPORATION FARIDABAD (the “Employer”) for the selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of E-Toilets with Bio-Digesters (“Project”) in ; 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 Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Employer. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2016

For.....

(Signature, name, designation and address)

Witnesses: 1.
2.

Accepted

Notarised

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

FORM-E: PROPOSAL SECURITY (BANK GUARANTEE)
PROPOSAL SECURITY FORMAT
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____

Dated: _____

Issuer of Bank Guarantee:

_____(Name of the Bank)

(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Municipal Corporation Faridabad

On behalf of

Govt. of Haryana

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee:

Whereas the Municipal Corporation Faridabad (the “Employer”) has invited bids by its Request for Proposal dated(the “RFP”) for the selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of E-Toilets with bio-digesters (“Project”) at Various places in Faridabad , State of Haryana. Whereas in accordance with the terms of the RFP, is submitting a bid for the Project in , and is required to submit a security of Rs. ----- (Rupees ----- Lakhs Only) with respect to the same.

Operative part of the Bank Guarantee:

1. At the request of the (Insert the name of the Bidder), we _____, _____ (name and address of the bank), hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Employer i.e. the beneficiary on behalf of the Bidder, up to a total sum of Rs. ----- (Rupees ----- Lakhs Only), such sum being payable by us to the ----- immediately upon receipt of first written demand from Employer.
2. We unconditionally and irrevocably undertake to pay to the Employer on an immediate basis, upon receipt of first written demand from the Employer and without any cavil or argument or delaying tactics or reference by us to Bidder and without any need for the Employer to convey to us any reasons for invocation of the Guarantee or to prove the failure on the part of the Bidder to repay the amount of _____ or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the

limits of Rs----- (Rupees ----- Lakhs Only). We hereby waive the necessity of the Employer demanding the said amount from Bidder prior to serving the Demand Notice upon us.

3. We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree that the Employer shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Concessionaire, which are recoverable by the Employer by invocation of this Guarantee.
4. This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the Employer.
5. We unconditionally and irrevocably undertake to pay to the Employer, any amount so demanded not exceeding Rs. ----- (Rupees ----- Lakhs Only), notwithstanding any dispute or disputes raised by Bidder or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other Employer, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Employer, shall be a valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.
6. This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____ (180 days from the proposal due date).

Notwithstanding any contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- Lakhs Only)
2. This unconditional and irrevocable Bank Guarantee shall be valid for a period of 180 days from _____ (Proposal Due Date).

**FORM-F: POWER OF ATTORNEY BY EACH MEMBER OF THE CONSORTIUM IN
FAVOUR OF LEAD MEMBER**

Dated -----

**POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN
(On a Stamp Paper of appropriate value)**

Whereas the Municipal Corporation Faridabad (the “**Employer**”) has invited bids by its Request for Proposal dated(the “**RFP**”) for the selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of E-Toilets (“**Project**”) at various places in Faridabad, Haryana.

Whereas, and and (Collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in 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 to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project in and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at; and, having our registered office at, and, having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, 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 Notice 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 Consortium and generally to represent the Consortium in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project in

and/ or upon award thereof till the Concession Agreement is entered into with the Employer.

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

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants)
(To be executed by all the Members of the Consortium)

Accepted

Notarized

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

Witnesses:

- 1.
- 2.

Notes:

- a) Each Power of Attorney submitted has to be notarized. 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.
- b) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**FORM-G: FORMAT FOR ESTABLISHING THE TECHNICAL EXPERIENCE OF THE
BIDDER**

S. No	Description	Detail
1	Name of the Bidder :	
2	Name of the Project	
3	Location of the Project	
4	Nature of the Project	
5	Cost of the Project (in INR Crores)	
6	Commercial Operation Date of the Project	

The above mentioned information should be supported by relevant documents like possession certificate / commercial operation commencement certificate from the relevant authorities.

**FORM-H: FORMAT FOR ESTABLISHING THE FINANCIAL EXPERIENCE OF THE
BIDDER.**

Net Worth as on
31st March 2016

Net Worth (In INR cores)

The above mentioned information should be supported by relevant documents the Certificate from the Statutory Auditor / Chartered Accountant. Provide details for last three financial years.

Total value of eligible project works performed in the last five years ending till last date of submission of bid.

Year	Name and Type of Project(s) similar to the Requested Proposal	Value (Turnover)in Indian Rupees
2010-2011		
2011-2012		
2012-2013		
2013-2014		
2014-2015		
2015-2016		

FORM-I: PROJECT EXPERIENCE RECORD

Bidders should provide information on undertaking similar projects in last five years (Separate Sheets for each project to be attached giving following details). A summary is to be provided in following format.

Year	Name of Work	Name of Client With contact details	Place of work	Contract No. and Date	Value of Contract (In Rs.)	Date Started	Date Completed	Role of Applicant and Remarks

FORM- J: JOINT BIDDING AGREEMENT FOR CONSORTIUM

[Stamp Paper]

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2016 **AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

- A. MUNICIPAL CORPORATION FARIDABAD (the **“Employer”**) has invited bids (the **“Bids”**) by its Request for Proposal dated(the **“RFP”**) for selection of a concessionaire for Planning, Designing, Engineering, Finance, Construction, Development, Operation and Maintenance of of E-Toilets with Bio-digesters (**“Project”**) in Faridabad, Haryana as identified in the RFP.
- B. The Parties are interested in jointly bidding for the Project for installation of E-Toilets with bio-digesters at various Places as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a purposes of jointly participating in the bidding process for the Project for installation of E-Toilets with bio-digesters at various Places.

2.2 The Parties hereby undertake to participate in the bidding process only through this Consortium and not individually and/ or through any other consortium constituted for the Project of installation of E-Toilets with bio-digesters at various Places, either directly or indirectly or through any of their Associates. For the purpose of this clause, “**Associates**” means in relation to the Bidder/Consortium member, a person who either: **(a)** controls, is controlled by, or is under the common control with such Bidder/Consortium member or **(b)** in the event the Bidder is a company incorporated pursuant to a joint venture agreement, a joint venture partner that executed the joint venture agreement or has later joined the joint venture.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall: (a) incorporate a Special Purpose Company (SPC) under the Indian Companies Act, 2013 for the implementation of the Project in accordance with the terms of the RFP; and (b) execute the Concession Agreement which is required to perform all its obligations in terms of the RFP. The Parties hereby undertake that in the event that the Consortium is declared the Successful Bidder and is awarded the Project, they shall ensure that due implementation of the Project by the SPC is done as per the Concession Agreement.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the bidding process and until the due execution of the Concession Agreement.

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

(c) Party of the Third Part shall be { }.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Concession Agreement in the format specified by the Employer.

6. Lock- in Requirements

The Parties undertake that each member of the Consortium shall at all times from the date of execution of the Concession Agreement continue to hold equity share capital in the SPC as follows, and no change in the shareholding of the SPC would occur without the prior written approval of the

Employer:

(a) equity share of the First Part in the SPC: [...] % and

(b) equity share of the Second Part in the SPC: [...] % and

(c) equity share of the Third Part in the SPC: [...] %.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Employer to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Employer to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) Violate any applicable law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
 - (vi) (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - (vii) (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the term of Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Proposal Security by the Employer to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART
(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART
(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.
2.

Notes:

1. All the Joint Bidding Agreements have to be notarized. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and Employer to execute this Agreement on behalf of the Consortium Member.

FORM- K: FINANCIAL PROPOSAL SUBMISSION FORM
(To be submitted and signed by the Bidder's Authorized Signatory)

The Municipal Commissioner,
Municipal Corporation Faridabad,

Sub: Financial Proposal for Development of Installation of E-Toilets with Bio- Digesters in
Faridabad, Haryana.

Sir,

We hereby submit our UNCONDITIONAL Financial Proposal for the captioned Project at various locations in Faridabad, Haryana. We hereby quote Concession period for the project as --
----- Months as per the terms and conditions given in the Request for Proposal (RFP) Document.

We will design, build finance and operate the project within above mentioned Concession Period in accordance with the Concession Agreement executed with Municipal Corporation Faridabad as per the format specified by it.

We are making this proposal after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for one hundred and eighty (180) days from the due date of submission of this Proposal.

Authorized signatory

Date:

Name and seal of Bidder

Place:

FORM-L FINANCIAL PROPOSAL SPECIFICATION
(on Company letterhead)

S. No	Specification	Amount in Rupees per month (in figures)	Amount in Rupees per month (In word)
1	Installation of E-Toilets with Bio-Digesters in Faridabad.		

Authorized Signature

Name:

Designation

Name of firm:

Address: