

**Government of Himachal Pradesh**

**SHIMLA MUNICIPAL CORPORATION**

**PROJECT: BUILD, OPERATE AND MAINTAIN THE WATER SUPPLY AND SEWERAGE  
SYSTEM OF SHIMLA CITY, HIMACHAL PRADESH (INDIA) ON PUBLIC PRIVATE  
PARTNERSHIP (PPP) MODE**

**(NATIONAL COMPETITIVE BIDDING)**

**REQUEST FOR PROPOSAL**

**ISSUED BY:**

**THE COMMISSIONER  
MUNICIPAL CORPORATION  
SHIMLA**

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**Request For Proposal (RFP)**

## **Disclaimer**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidders(s), whether verbally or in documentary or any other form, by or on behalf of the Authority or any of its 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 nor invitation by the Authority 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 the formulation of their Bid for the Project pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. 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 Authority, its employees or advisors to consider the investment objectives, financial situation 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part for pre-qualification of Bidder(s) and evaluation of financial bids of the Bidder’s for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select and qualify Bidders for evaluation of financial proposal or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 Bid, regardless of the conduct or outcome of the Bidding Process.

## Glossary

<b>Associate</b>	As defined in Clause 2.2.9
<b>Bids</b>	As defined in Clause 1.2.3
<b>Bid Due Date</b>	As defined in Clause 1.1.5
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Bidders</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.2.3
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Stage</b>	As defined in Clause 1.1.1
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Concessionaire</b>	As defined in Clause 1.1.2
<b>Concession Agreement</b>	As defined in Clause 1.1.2
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Consortium</b>	As defined in Clause 2.2.1(a)
<b>BOT</b>	As defined in Clause 1.1.1
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Experience Score</b>	As defined in Clause 3.2.6
<b>Financial Capacity</b>	As defined in Clause 2.2.2 (B)
<b>Authority</b>	As defined in Clause 1.1.1
<b>Lowest Bidder</b>	As defined in Clause 1.2.8
<b>Jt. Bidding Agreement</b>	As defined in Clause 2.2.6 (g)
<b>Lead Member</b>	As defined in Clause 2.2.6 (c)
<b>LOA</b>	Letter of Award
<b>Member</b>	Member of a Consortium
<b>Net Worth</b>	As defined in Clause 2.2.4 (ii)
<b>PPP</b>	Public Private Partnership
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in Clause 1.2.1
<b>SPV</b>	As defined in Clause 2.2.6
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (A)
<b>Threshold Technical Capacity</b>	As defined in Clause 2.2.2 (A)

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.



## **Invitation for Proposal**

**GOVERNMENT OF HIMACHAL PRADESH  
SHIMLA MUNICIPAL CORPORATION**

**1. INTRODUCTION**

**1.1 Background**

**1.1.1** Shimla has been primarily a tourist destination since its discovery in 1819. It was summer capital during British Raj and presently administrative capital of Himachal Pradesh. Shimla is one of the oldest cities of India and has passed through many slings and arrows during its last one hundred and forty five years of existence. Shimla City has air, road and railway connectivity. Kalka-Shimla narrow gauge provides railway connectivity. Shimla is connected to Delhi by NH-22. The nearest airport Jubber Hatti is located 22 km away from Shimla.

Shimla was first constituted as Municipal Committee in December - 1851, under the provisions of Act XXVI of 1850. In 1968 arrangements for holding first elections were made and as a prelude the government ordered the delimitation of wards of the Municipal Committee into ten wards. In the meanwhile with the passing of the Himachal Pradesh Development & Regulation Act 1968, (Act No.22 of 1969), converted the Committee into Corporation w.e.f. June 29, 1969. Thus at present, there are 25 Municipal Wards within the boundaries of Municipal Corporation Shimla. Average temperature varies from 30.0 C during the month of June to -5 C during January. The total population as recorded in 2001 census is 1,42,000 persons. The present population of Shimla is estimated at about 2 lakhs.

Municipal Corporation Shimla (SMC) is responsible for providing civic amenities as per the provisions of the Himachal Pradesh Municipal Corporation Act, 1994, including water supply and sewerage schemes within its jurisdiction. Shimla is situated on a range of mountainous Middle Himalayas which forms the last traverse spur of the Central Himalayas, south of River Satluj. Geographically, Shimla lies at 30°6' North latitude and 77° 11' East longitude, and its mean elevation is 2397m above MSL. Shimla town is situated in a seismic belt (Seismic Zone IV) as per IS-1893.

The five major functions that drive the city are identified as

- (a) **Tourist Centre:** Popular tourist destination
- (b) **Capital Function:** Capital of Himachal Pradesh
- (c) **Administrative Centre:** Headquarter of Shimla District
- (d) **Education Centre:** Having Academic institutions at all levels
- (e) **Heritage City:** Rich heritage created by Britishers.

**About water supply system of Shimla**

SMC manages water supply services in twenty five Municipal Wards with available staff strength. The SMC is responsible for capital work, regular O & M of the system, Water supply to the city, billing and collections. SMC presently draws on an average about 35 MLD of water at source level. The Water supply to the consumers during non lean

season is for 60 to 90 minutes and during lean season around 45 minutes. The present rate of water being charged is given in Table No: 1. About 25000 water connections have been provided to consumers by SMC. The total water loss anticipated is more than 35 %.

The existing system of water supply arrangement comprises of tapping of raw water sources from nearby streams and springs and treating it to an appropriate degree, and pumping the treated water into the storage tanks located in each water zone. These tanks are linked with pipe network system that carries the water to the consumer end.

**Table 1: Municipal Water Charges**

Type of Connection	Usage Multiple of 1000 Liter per month	Charges (Rs. per 1000 litre)			
		2010-11		2011-12	
		With in MC limit	Out side MC limit	With in MC limit	Out side MC limit
Residential	0-30	6.82	24.37	7.50	26.81
	30-75	9.75	29.26	10.73	32.19
	>75	14.65	39.00	16.62	42.90
Commercial	0-30	29.26	29.26	32.19	32.19
	30-75	39.00	39.00	42.90	42.90
	>75	53.65	53.65	59.00	59.00
Construction	>0	53.65	53.65	59.00	59.00

The first water supply system of Shimla was established in 1875 to serve the population of about 20,000 people. The water supply system was designed on pumping basis from nearby stream with the help of engineering structures. With the growth of Shimla Town new water sources have been exploited and different water supply schemes as given below are constructed:-

1. **First water supply scheme:** 4.54 MLD, was implemented to utilize the water from the storage reservoir of 10.92 million liters (located at 12.85 km. from Shimla), which stores water from spring sources from Dhalli Catchment Area, during 1875 to support a population of 16,000.
2. **1st Augmentation (year 1889):** Subsequently, to fulfill the growing need of the city and the tourists, the first augmentation of Shimla Water Supply Scheme by provision of pump sets near Cherot Nallah (year 1889) and Jagroti Nallah (year 1974) to tap 4.80 MLD of water at source.

3. **2nd Augmentation (year 1914):** The second augmentation of Shimla Water Supply Scheme (year 1914) was implemented by installation of 2 pump sets at Chair Nallah to tap 2.50 MLD of water at source.
4. **3rd Augmentation (year 1924):** The third augmentation of Shimla Water Supply Scheme was commissioned during the year 1924 to tap 7.72 MLD of water from Nauti Khad with further up gradation of pumps at various stages.
5. **4th Augmentation (year 1981-82):** The fourth augmentation of Shimla Water Supply Scheme was commissioned by installation of pump sets at Gumma and Darabla to tap additional 16.34 MLD of water at source. As such, Gumma Water Works was designed to lift 24.06 MLD of water at source.
6. **5th Augmentation (year 1992):** The fifth augmentation of Shimla Water Supply Scheme was commissioned in April 1992 which has been designed to pump 10.80 MLD of water in two stages i.e. lifting at Ashwani Khad and at Kawalag
7. **Giri Project (year 2009):** In the year 2009 Shimla Water Supply System was augmented by lifting water from Giri River. The design capacity of the scheme is 20 MLD. However, the scheme provides approximately 15.00 MLD of water as on date. In addition to these augmentations, 4.54 MLD Scheme is also commissioned during 2008 from Nauty Khad Gumma.

Municipal Corporation Shimla (SMC) and Department of Irrigation and Public Health (I&PH) are responsible for water supply to Shimla city. I&PH provide treated bulk water to SMC for local supply and distribution. The present installed capacity of various water sources is about 71.24 MLD and out of this installed capacity only on an average 42.00 MLD water is being lifted to Shimla. Currently, I&PH is involved in up keeping the various sources of the water, its treatment and transmission through raising and gravity mains to storage reservoirs. The I&PH is also responsible for operation and maintenance of these systems. I&PH supplies bulk water to SMC, which in turns distributes the water to domestic and commercial connections. SMC is responsible for releasing water connections, reading of water meters, billing collection of water charges, attending public grievances etc.

#### **Water Demand**

Total ultimate demand (2037) of water @ 135 liters per capita per day as envisioned which includes the demands for floating population, institutional, commercial, hospitals, fire lighting etc. are computed at about 70.00 MLD.

#### **Sources of Water**

SMC meets its water demand for Shimla city from the bulk water supply from I&PH provided at subsidized rates. I&PH has set up pumping stations near five main sources of water wherein shortage of water during lean period is supplemented through tube

wells. The various water sources is presented in the following Table No: 2.

*Table 2 : Details of Existing Water supply source*

S.N.	Source Name / River Name	Transmission Type	Year of Start	Installed Capacity (MLD)	Quantity of Water Produced (MLD)	Supply to SMC (MLD)	
						Non Lean Period	Lean Period
1	Dhali Catchment Area	Gravity	1875	4.54	1.80	0.23	0.20
2	Cherot / Jagroti Nallah	Pumping	1889	4.80	3.86	3.50	2.48
3	Chair Nallah	Pumping	1914	2.50	3.00	1.20	0.55
4	Nauti Khad (Gumma)	Pumping	1924& 1982	24.06	19.75	14.25	14.14
5	Ashwani Khad	Pumping	1992	10.80	10.80	7.60	4.96
6	Under Nautikhad Scheme	Pumping	2008	4.54	4.54	2.50	2.30
7	From River Giri Scheme	Pumping	2008	20.00	20.00	15.00	12.00
	<b>Sub Total</b>			<b>71.24</b>	<b>66.38</b>	<b>44.28</b>	<b>36.63</b>

The system of distribution as it exists today is not satisfactorily capable to distribute evenly and uniformly even 35 MLD of water which is currently available for distribution. It is therefore essentially required to renovate, rehabilitate, relay and strengthen the existing system of each zone with pipe network as well as provision of additional storage tanks with feeder pipes linked with main storage tanks of Sanjauli, The Ridge, Chakkar, Totu etc.

#### **About Sewerage system of Shimla**

Shimla Municipal Area has been functioning with the existing underground sewerage system laid by I&PH (Irrigation and Public Health Department). Presently only 65% of the city has been covered with the Sewerage Network under two different schemes.

The first scheme was executed in the year 1880 to serve a population of 18000. This Sewerage Network was based on CI Pipes having a dia varying from 100 mm to 225 mm, leading to 5 existing disposal sites namely Lalpani, Kasumpti, North Disposal, Snowdon & Summer Hill with a total length of 49564 metre.

The Govt. of Himachal Pradesh through I&PH Department took special measures to eradicate all insanitary practices adopted in the unsewered areas and a transition was made from the old system to new sewerage system. Accordingly 6 No. sewer treatment plants and a sewer network of 220.6 KM of various dias of pipe ranging from 150 mm to 800 mm were laid under the OPEC project.

The whole Shimla municipal area is proposed to be divided into 8 zones namely Lalpani, Summer Hill, North Disposal, Dhalli, Sanjouli – Maliyana, Snowdon, Totu and Jatog. Accordingly 6 Sewage Treatment Plants of total capacity of 35.63 mld along their network of sewer lines 220.60 km. of various diameter of pipes ranging from 150 mm to 800 mm have been laid which needs to be provided connectivity and missing links addressed to run the STP's to its optimum capacity. However, it is found that the requisite quantum of sewage is not reaching the Treatment Plants, mainly due to the following reasons:

1. The old sewerage system, as per then by-laws, intercepted only sewage from W.C. and sewage was allowed to dispose in open nallahs, evidently resulting in reduction in sewage quantum.
2. There are sizeable number of missing links where branch sewers have not been laid.
3. There are left-out areas in some of the zones where the sewer lines are required to be laid.

Presently, I&PH has constructed 6 Sewage Treatment Plants (STPs) with a total capacity of 35.63 MLD through OPEC funding, and has given operation & maintenance of these STPs on contractual management basis. The detail of existing Treatment plants is given in Table below.

*Table 3 - Details of Sewerage Treatment Plant*

S. N	Name of STP	Capacity (MLD)	Locations	Treatment Technology
1	Lalpani	19.35	Near Baragaon on Shoghi Bypass	UASB Plus Extended Aeration System
2	Sanjouli Malyana	4.44	Below Malyana Village on Shoghi Sanjouli Bypass	Extended Aeration System
3	Dhalli	0.76	Below Dhalli Churat Road	
4	Snowdown	1.35	Near Barmoo Village below Snowdown	
5	North Disposal	5.80	At Golcha below Annadale	
6	Summer Hill	3.93	At Gadog Village Summer Hill	

The total sewage received by six plants is only about 4.8 MLD for treatment. The treated sewage from STPs is being disposed of in adjoining Nallahs.

The detail of existing Sewage Treatment Plants and proposed Sewage Treatment Plants designed for population upto year 2035 is given as under:-

**Table 4 - Details of Sewerage Treatment Plant (Existing & Proposed)**

S. N	Site of STP	Existing capacity of STP in MLD	Capacity of STP required for ultimate designed population upto year 2025 in MLD	Capacity of STP required for ultimate designed population upto year 2040 in MLD
1	Lalpani	19.35	16.25	24.00
2	Summer Hill	3.93	3.50	4.73
3	North Disposal			
	Sub zone - I	5.80	4.73	6.93
	Sub zone - II	-	0.20	0.30
4	Dhalli			
	Sub zone - I	0.76	0.96	1.37
	Sub zone - II	-	0.20	0.25
5	Sanjauli-Maliyana			
	Sub zone - I	4.44	3.65	5.22
	Sub zone - II	-	0.20	0.30
6	Snowdon	1.35	1.40	2.21
7	Totu	-	2.00	3.00
8	Jatog	-	1.00	1.10
<b>Total</b>		<b>35.63</b>	<b>34.09</b>	<b>49.41</b>

The Shimla Municipal Corporation, represented by the Commissioner (the “**Authority**”) is engaged in the provision of Municipal Services in the city of Shimla and as part of this endeavour, the Authority has decided to undertake development and operation/maintenance of the Water Supply and Sewerage System of the Shimla City (the “**Project**”) through Public-Private Partnership (the “PPP”) on Build, Operate and Transfer (the “BOT”) basis, and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.

The Authority intends to follow a single stage process and to invite ‘Technical Proposal’

and 'Financial Proposal' from intending Bidder's (the "Bidders"). The Financial Proposals of the technically qualified/short-listed bidders shall be opened, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

- 1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the concession agreement (the "**Concessionaire**") shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a concession agreement (the "**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include rehabilitation and upgradation of the Water Supply and Sewerage System in the city of Shimla and the operation and maintenance thereof.
- 1.1.4 The assessment of the Project Cost will have to be made by the Bidders.
- 1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**"). As part of the Bidding Document, the Authority, will provide a draft Concession Agreement.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**"). The Bids shall be valid for a period of not less than 120 days (one hundred twenty days) from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").

## **1.2 Brief description of Bidding Process**

- 1.2.1 The Authority has adopted a single stage process (referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. The first step shall include evaluation of the Technical Proposal to qualify the interested parties/consortia who make a Bid in accordance with provisions of this RFP (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) and second step shall refer to evaluation of Financial Proposals of the qualified Bidders.



Prior to submission of Bid, the Bidder (including the bidders who were not shortlisted during the last bidding process) shall pay to the Authority a sum of Rs.2,000 (Rupees Two Thousand only), as cost of the RFP document and Rs 20,000/- (Rupees twenty thousand only), as the cost of the Bidding Process. Both the amounts shall be either in the form of Pay Order or Demand draft in favour of Shimla Municipal Corporation payable at Shimla.

*However, it is pertinent to mention here that the bidders, who were shortlisted during the last bidding process, shall not be required to submit a sum of Rs 2,000 (Rupees Two Thousand only) and Rs 20,000/- (Rupees Twenty Thousand only).*

*In addition to this, the Bidders, who were shortlisted during the last bidding process, shall also be required to submit the Technical and Financial Proposals.*

- 1.2.2 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs. 2,00,00,000 Crore (Rupees two crore only) (the “**Bid Security**”), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided the Construction Performance Security before the execution of the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft in favour of Shimla Municipal Corporation payable at Shimla or a bank guarantee in the format at Appendix-VI and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.3 The Bidders, would be required to furnish all the information specified in this RFP. The Bidders shall be qualified and short-listed on the basis of evaluation of Technical Proposal. The Financial Proposals shall be opened in respect of only qualified by the Authority.
- 1.2.4 Bids are invited for the Project on the basis of the lowest volumetric rate (the “**Volumetric Rate**”) required by the Bidder for implementing the Project. The Bidder shall be required to submit the Volumetric Rate, as per the format laid down in Appendix-V. The concession period is pre-determined, as indicated in the Concession Agreement. The Volumetric Rate shall constitute the sole criteria for evaluation of Bids. Subject to Clause **Error! Reference source not found.**, the Project will be awarded to the Bidder quoting the lowest Volumetric Rate.
- In this RFP, the term “**Lowest Bidder**” shall mean the Bidder who is offering the lowest Volumetric Rate.
- 1.2.5 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.6 The Concessionaire shall be entitled to levy and charge a service fee as per Article 22

and other terms of the Concession Agreement for the Project.

- 1.2.7 Other details of the process to be followed and the terms thereof are spelt out in the RFP.
- 1.2.7 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.13.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

**“Queries/ Request for Additional Information: RFP for Shimla Water Supply and Sewerage Project on Build, Operate and Transfer (BOT) basis”.**

**1.3 Schedule of Bidding Process**

The Authority shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Estimated Date</b>
1. Sale of Bid Documents	_____
2. Last date for receiving queries	25 days from the date of RFP
3. Pre-Bid Conference	To be specified
4. Authority response to queries latest by	35 days from the date of RFP
5. Bid Due Date	To be specified
6. Opening of Technical Proposal	On Bid Due Date
7. Announcement of short-listed Bidders	[To be specified]
8. Opening of Financial Proposals	[To be specified]
9. Letter of Award (LOA)	Within 60 days of Bid Due Date
10. Submission of Construction Performance Security	45 days of award of LOA
11. Submission of Project Development Fee	45 days of award of LOA
12. Signing of Concession Agreement	Within 60 days of award of LOA

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of Bids

- 2.1.1 The Authority wishes to receive Bids comprising of “Technical Proposal” and “Financial Proposal”. Based on evaluation of Technical Proposal, prospective bidders shall be qualified and qualified /short-listed Bidders shall be informed. However, the bidders, who were shortlisted during the last bidding process, shall also be required to submit the Technical and Financial Proposals.
- 2.1.2 Subsequently the “Financial Proposal” of qualified Bidders shall be opened and evaluated pursuant to provisions of Section 3.
- 2.1.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### 2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for their qualification/short-listing hereunder, the following shall apply:
- (a) The Bidder for qualification /short-listing may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
  - (b) A Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.
  - (c) The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
    - (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital

thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1 (c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others’ information about, or to influence the Bid of either or each other; or
  - (vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for qualification and thereby, opening of the Financial Bid, a Bidder shall fulfill the following conditions of eligibility:

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

**(i) Experience in development (on PPP/ cash basis) of at least one total water supply project of minimum 50 MLD capacity in the last 10 (ten) years, from the Bid Due Date. The total project cost shall be a minimum of Rs 100 Crore (Rupees One Hundred Crore).**

*Note: 10 marks shall be given against this complete criterion. However, weightage shall be given to more number of projects executed at the rate of 1 mark for each such additional complete project with maximum limit of weightage of 5 marks in this item.*

**AND**

**(ii) Experience in development of water transmission/ distribution system having a minimum total length of 100 km, in a single project out of which at least 30 kms with minimum 450 mm diameter in the last 10 (ten) years, from the Bid Due Date**

*Note: 10 marks shall be given against this complete criterion. However, weightage shall be given to more number of projects executed at the rate of 1 mark for each such additional complete project with maximum limit of weightage of 5 marks in this item.*

**AND**

**(iii) Experience in O&M/ supervision of O&M of water/ waste water projects with minimum combined capacity of 25 MLD for at least 1 (one) year. (Defect liability period cannot be considered as O&M).**

*Note: 10 marks shall be given against this complete criterion. However, weightage shall be given to more number of years of such O&M experience at the rate of 1 mark for each such additional year with maximum limit of weightage of 5 marks in this item.*

**AND**

**(iv) Experience in development of at least one Sewerage Treatment Plant of minimum 15 MLD capacity in the last 10 (ten) years, on PPP/ cash basis, from the Bid Due Date.**

*Note: 10 marks shall be given against this complete criterion. However, weightage shall be given to more number of projects executed at the rate of 1 mark for each such additional complete project with maximum limit of*

*weightage of 5 marks in this item.*

**AND**

- (v) **Experience in achieving the financial closure for water supply/ waste water projects with a project cost of atleast Rs 100 Crore.**

*Note: 10 marks shall be given against this complete criterion.*

The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I. The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.

- (B) **Financial Capacity:** For demonstrating the financial capacity (the “**Financial Capacity**”), the Bidder shall have:

- (i) **A minimum “Net Worth” of Rs. 100 Crore (Rupees One Hundred Crore) at the close of the preceding financial year.**

*Note: 10 marks shall be given against this criterion.*

**AND**

- (ii) **A minimum “Average Net Cash Accrual” of Rs 50 Crore (Rupees Fifty Crore), over the last 3 (three) preceding financial years.**

*Note: 10 marks shall be given against this criterion.*

- The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) preceding financial year.
- In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same.
- The Bidder must establish the minimum Net Worth and Average Net Cash Accruals specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

- (C) The Bidder shall be a corporate entity (public or private limited company registered under the Indian Companies Act, 1956). In case of joint venture/ consortium, the lead partner shall be an Indian Company registered under the Indian Companies Act, 1956 and the other partner companies shall also be registered under their respective laws. The lead partner i.e. the Indian Company shall have a minimum of 51% equity and other partners shall have minimum of 20% equity shares, in the SPV.

*Note: 10 Marks shall be given against this criterion.*

2.2.3 Intentionally Left Blank

2.2.4 The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- (i) Certificate(s) from the concerned client(s) stating the projects specified in Clause 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- (ii) certificate (s) from its statutory auditors specifying the net worth and net cash accrual of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth/ net cash accrual conforms to the provisions of this Clause 2.2.4 (ii).

For the purposes of this RFP,

(a) net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

(b) Net cash accruals (the “**Net Cash Accruals**”) shall mean “**Profit After Tax – Dividend + Depreciation**”.

- (iii) Bid Security pursuant to Clause 2.12.5.

2.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956 (the “**SPV**”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- (a) Number of members in a consortium shall not exceed 3 (three);
- (b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- (d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical;
- (e) an individual Bidder cannot at the same time be member of a Consortium applying for qualification and selection as Concessionaire for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification and selection as Concessionaire for the Project;

- (f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- (g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “**Jt. Bidding Agreement**”), for the purpose of submitting this Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
  - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
  - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
  - (iii) commit the minimum equity stake to be held by each member;
  - (iv) commit that the lead partner shall have minimum of 51% equity and other partners shall have minimum of 20% equity shares in the SPV at all times during the Concession Period; and;
  - (v) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the Central/ State Authority, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid, either individually or as member of a Consortium.

2.2.8 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.9 In computing the Technical Capacity and Net Worth of the Bidder / Consortium Members under Clauses 2.2.2 and 2.2.4, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder / Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder / Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company



or corporation, the power to direct the management and policies of such person by operation of law.

2.2.10 The following conditions shall be adhered to while submitting the Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) for responding to the qualification/short-listing, Bidders should demonstrate their capabilities in accordance with Clause 2.2 below; and
- (d) in case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.11 Intentionally left blank

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (3) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 10 (ten) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

## **2.3 Intentionally left blank**

## **2.4 Number of Bids and costs thereof**

2.4.1 No Bidder shall submit more than one Bid for the Project. A bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site,

handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## **2.6 Acknowledgement by Bidders**

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting a Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Right to accept or reject any or all Bids**

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid if:

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

If the Bidder is a Consortium, then the entire Consortium may be disqualified/

rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder/ submit their Bids in accordance with the RFP; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder /SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

## **B. DOCUMENTS**

### **2.8 Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### **Invitation for Bid**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Bid Conference

Section 6. Miscellaneous

**Appendices**

- I. Letter comprising the Bid (Technical Proposal)
- II. Power of Attorney for signing of Bid
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Letter comprising the Financial Proposal
- VI. Bank Guarantee for Bid Security
- VII. Formats for Technical Capability
- VIII. Financial Capability of Bidders
- IX. Eligible Entities of the Bidder

**2.9 Clarifications**

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.
- 2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

**2.10 Amendment of RFP/ Bidding Documents**

- 2.10.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP / Bidding Documents by the issuance of Addenda.
- 2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP / Bidding Documents.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BID**

### **2.11 Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **2.12 Format and signing of Bid**

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.2 The Bidder shall prepare 1 (one) **original** set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) **copy** of the Bid, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". The Bidder shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of any discrepancy between the original and the copy, the original shall prevail.

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

#### **2.12.4 Validity of Bids**

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

#### **2.12.5 Bid Security**

2.12.5.1 The Bidder shall furnish as part of its Bid, a Bid Security of Rs. 2,00,00,000 Crore (Rupees Two Crore only) either as a Demand Draft or in a Bank Guarantee issued by a Scheduled Indian Bank or a foreign bank located in India and approved by Reserve Bank of India in favour of Shimla Municipal Corporation payable at Shimla. The bank Guarantee shall be in the format at Appendix-VI (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between Shimla Municipal Corporation and the Bidder from time to time.

- 2.12.5.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.12.5.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.12.5.4 Save and except as provided in Clauses 1.2.2 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where Bid Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.12.5.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the furnishing of the Construction Performance Security and thereby, signing the Concession Agreement. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him.
- 2.12.5.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.12.5.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.12.5.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
  - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (d) In the case of Selected Bidder, if it fails within the specified time limit: –
    - (i) to sign and return the duplicate copy of LOA;
    - (ii) to furnish the Construction Performance Security within the stipulated time period;

- (iii) to furnish the Project Development Fee; or
- (iv) to sign the Concession Agreement.

## **2.13 Sealing and Marking of Bids**

2.13.1 The Bidder shall submit the Bid in the format specified at Appendix-I and Appendix-V, together with the documents specified in Clause 2.13.2, and seal it in an envelope and mark the envelope as "BID". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.2 and 2.13.3.

2.13.2 Envelope "A", "Technical Proposal" shall contain:

- (i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Bid as per the format at Appendix- II;
- (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;
- (v) Copy of Memorandum and Articles of Association, of the Bidder being a body corporate; and
- (vi) Copies of Bidder's duly audited balance sheet and profit and loss account for the preceding ten (10) years; and
- (vii) Bid Security as per Clause 2.12.5.

2.13.2 Envelope "B", shall contain the "Financial Proposal" in the prescribed format at Appendix-V.

Each of the envelopes 'A' and 'B' sealed separately shall clearly bear the following identification (both for ORIGINAL and COPY):

"TECHNICAL PROPOSAL for the Water Supply and Sewerage System of the Shimla City on Build Operate and Transfer (BOT) basis";

and "FINANCIAL PROPOSAL for the Water Supply and Sewerage System of the Shimla City on Build, Operate and Transfer (BOT) basis";

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

- 2.13.3 Each of the envelopes shall be addressed to:  
The Commissioner,  
Municipal Corporation,  
Shimla
- 2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 2.13.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### **2.14 Bid Due Date**

- 2.14.1 Bids should be submitted before 1500 hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3.
- 2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

#### **2.15 Late Bids**

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

#### **2.16 Modifications/ substitution/ withdrawal of Bids**

- 2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.16.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **D. EVALUATION PROCESS**

#### **2.17 Opening and Evaluation of Bids**

- 2.17.1 The Authority shall open the Bids including the modifications made pursuant of Clause 2.16. Envelope "A" containing the "Technical Proposal" at 1530 hours IST on the Bid Due Date, in the office of \_\_\_\_\_ and in the presence of the Bidders who choose to attend.



- 2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 2.17.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.
- 2.17.4 Bidders are advised that qualification/short-listing of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.17.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the bidder.
- 2.17.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Bidder, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the qualification /short-listing of Bidders and evaluation of financial proposals shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.19 Tests of responsiveness**

- 2.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only

if:

- (a) it is received as per format at Appendix-I;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;
- (c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);
- (e) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it contains certificates from its statutory auditor's in the formats specified at Appendix-I of the RFP for each Eligible Project;
- (h) it contains an attested copy of the receipt for payment of Rs. 20,000 (Rupees twenty thousand only) to Authority towards the cost of Bidding process and Rs 2,000 (Rupees two thousand only) to Authority towards the cost of the RFP document (not to be submitted by the bidders who were pre-qualified during the last bidding process);
- (i) it is accompanied by the Bid Security as specified in Clause 2.12.5;
- (j) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);
- (k) it is accompanied by the Financial Proposal (Appendix V);
- (l) it does not contain any condition or qualification; and
- (m) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

## **2.20 Clarifications**

2.20.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the

prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. QUALIFICATION AND BIDDING**

### **2.21 Short-listing and notification**

After the evaluation of “Technical Proposal”, the Authority would announce a list of qualified/short-listed Bidders whose “Financial Proposal” will be opened on a date and time to be intimated to the qualified/short-listed Bidders. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

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### **2.23 Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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 Authority will not return any Bid or any information provided along therewith.

### **2.24 Correspondence with the Bidder**

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

### 3. CRITERIA FOR EVALUATION

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#### 3.5 Qualification / Short-listing of Bidders

3.5.1 The credentials of eligible Bidders shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the 'Aggregate Experience Score' of a particular Bidder.

3.5.2 The Bidders shall then be ranked on the basis of their respective Aggregate Experience Scores and qualified /short-listed for the second step of the Bidding Process.

#### 3.6 Selection of Bidder

3.6.1 The **Envelope B** containing the Financial Proposal of the qualified /short-listed Bidders shall be opened on a date and time to be intimated to them in the presence of their authorized representatives who may like to be present.

3.6.2 Subject to the provisions of Clause 2.7, from among qualified /short-listed Bidders, the Bidder who offers the lowest Volumetric Rate to the Authority shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.6.3 In the event that two or more Bidders quote the same amount of Volumetric Rate, as the case may be (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.6.4 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third Lowest Bidder shall be the Selected Bidder.

3.6.5 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.6.4, the Authority may, in its discretion, invite fresh Bids

(the “**third round of bidding**”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second Lowest Bidder in the first round of bidding.

- 3.6.6** After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to submit the Construction Performance Security of Rs 10 Crore (in the form of Bank Guarantee) and Project Development Fee of Rs 25 Lakh (in the form of Demand Draft and in favour of Shimla Municipal Corporation) within a period of 45 days of award of LOA and thereby, execute the Concession Agreement within the period prescribed in Clause **Error! Reference source not found.** The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

### **3.7 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFQ or RFP issued by the Authority

during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## **5. PRE-BID CONFERENCE**

- 5.1 A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid conference. Bidders who have downloaded the RFP document from the Authority's web site [www.shimlamc.gov.in](http://www.shimlamc.gov.in) should submit a demand draft of Rs 2,000 (Rupees Two Thousand) towards the cost of document, through their representative attending the conference. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the prospective Bidder.
- 5.2 During the course of Pre-Bid conference, the prospective Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Shimla shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## **Appendices**

**APPENDIX-I**

**Letter Comprising the Bid (Technical Proposal)**

*(Refer Clause 2.13.2)*

Dated:

To,

The Commissioner  
Municipal Corporation  
Shimla

**Subject : BID for the Shimla Water Supply and Sewerage System Project on Build, Operate and Transfer (BOT) basis.**

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for qualification/ short-listing of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority;
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1 and 2.2.1(d) of the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium bidding for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
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15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of consortium, as per format provided at Appendices II and III respectively of the RFP, are also enclosed.
17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
18. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the qualification of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. I/ We certify that in terms of the RFP, my/our Networth is Rs. ....  
(Rupees.....) ( in words) and the Aggregate Experience Score is .....  
(number in words).
22. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
23. I/ We have offered a Bid Security of Rs.2 Crore (Rupees two crore only) to the Authority in accordance with the RFP Document. The Bid Security in the form of a Demand Draft/ Bank Guarantee (*strike out whichever is not applicable*) is attached.
24. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)  
Place: Name and seal of the Bidder/ Lead Member



ANNEX-I

**Details of Bidder**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6 (g) should be attached to the Bid.
  - (c) Information regarding the role of each Member should be provided as per table below:

<b>Sl. No.</b>	<b>Name of Member</b>	<b>Role*</b> {Refer Clause 2.2.6 (d)}	<b>Percentage of equity in the Consortium</b> {Refer Clauses 2.2.6 (a), (c) & (g)}
1.			
2.			
3.			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium:**

<b>No.</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1.	Has the Bidder / constituent of the Consortium been barred by the Central/ State Authority, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder / constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):



**ANNEX-II**

**Technical Capacity of the Bidder @**

*(Refer to Clauses 2.2.2 of the RFP)*

S.No.	Description	10 marks to be given against the complete criterion	Weightage Marks as per Clause 2.2.2	Total Marks
1.	Technical Capability as per <ul style="list-style-type: none"> <li>• Clause 2.2.2(A)(i)</li> <li>• Clause 2.2.2(A)(ii)</li> <li>• Clause 2.2.2(A)(iii)</li> <li>• Clause 2.2.2(A)(iv)</li> <li>• Clause 2.2.2(A)(v)</li> </ul>			
	Total (1)			
2.	Financial Capability as per <ul style="list-style-type: none"> <li>• Clause 2.2.2(B)(i)</li> <li>• Clause 2.2.2(B)(ii)</li> </ul>			
	Total (2)			
3.	Clause 2.2.2(C) – Total (3)			
	Grand Total (1+2+3) i.e. Aggregate Experience Score			

For qualifying in the eligible criteria, the Bidder should get a minimum of 50 marks in the Technical Capability and 20 marks in the Financial Capability. On the basis of the above grading, the bidders shall be shortlisted and considered as qualified for the opening of the Financial Bids.

- *Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.9. . In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.*
- *In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 2.2.9, shall be provided.*
- *Refer Annex-IV of this Appendix-I. Add more rows if necessary.*
- *For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees -45(forty five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

- In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
- The Bidder shall also provide the name and address of the Bankers to the Bidder.
  - The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFP document.

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ANNEX-III

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ANNEX-IV

**Details of Eligible Projects**  
(Refer to Clauses 2.2.2 of the RFP)

**Project Code:**

**Member Code:**

Item (1)	Refer Instruction (2)	Particulars of the Project (3)
Title & nature of the project		
Category	5	
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or(c) revenues appropriated	6	
Entity for which the project was constructed/ developed	7	
Location		
Project cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Equity shareholding(with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No)	15	

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.

3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Refer to Clause 3.2.1 of the RFP for category number.
6. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.12). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3 (c). In case of Categories 3 and 4, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/ Government/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.
8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4.
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder / Member/ Associate may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2<sup>£</sup>, it should provide a certificate from its statutory auditor in the format below:

---

<sup>£</sup> Refer Clause 3.2.1 of the RFP.

**Certificate from the Statutory Auditor regarding PPP projects<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... *(name of the Bidder /Member/Associate)* is/ was an equity shareholder in ..... *(title of the project company)* and holds/ held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>ε</sup> of the total paid up and subscribed equity capital) of the project company from ..... *(date)* to..... *(date)*<sup>¥</sup>. The project was/is likely to be commissioned on ..... *(date of commissioning of the project)*.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees.....crore), of which Rs. .... cr. (Rupees ..... crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

.....  
.....

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFP during the past five financial years were Rs. .... cr. (Rupees..... crore) as per year-wise details noted below:

.....  
.....

Name of the audit firm:

Seal of the audit firm:                      (Signature, name and designation of the authorised signatory)

Date:

14. If the Bidder is claiming experience under Category 3 & 4\*, it should provide a certificate from its statutory auditors or the client in the format below:

**Certificate from the Statutory Auditor/ Client regarding construction works<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... *(name of the Bidder /Member/Associate)* was engaged by

<sup>Φ</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

<sup>ε</sup> Refer instruction no. 10 in this Annex-IV

<sup>¥</sup> In case the project is owned by the Bidder company, this language may be suitably modified to read: "it is certified that .....(name of Bidder ) constructed and / or owned the .....(name of project) from .....(date) to .....(date)."

<sup>\*</sup> Refer Clauses 3.2.1 and 3.2.4 of the RFP.

<sup>Φ</sup> Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

..... (title of the project company) to execute ..... (name of project) for ..... (nature of project)}<sup>ψ</sup>. The construction of the project commenced on ..... (date) and the project was/ is likely to be commissioned on..... (date, if any). It is certified that ..... (name of the Bidder/ Member/ Associate) received/paid Rs. .... cr. (Rupees ..... crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. .... cr. (Rupees .....crore), of which the Bidder /Member/Associate received/paid Rs. .... cr. (Rupees ..... crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFP, during the past five financial years as per year-wise details noted below:

.....  
.....

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}*<sup>⊠</sup>

Name of the audit firm:

Seal of the audit firm:                      Signature, name and designation of the authorised signatory).

Date:

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.9, the Bidder should also provide a certificate in the format below:

**Certificate from Statutory Auditor/ Company Secretary regarding Associate<sup>§</sup>**

Based on the authenticated record of the company, this is to certify that more than 50%

<sup>ψ</sup> In case the Bidder owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: " this is to certify that ..... (name of Bidder/ Member/ Associate) held 26% or more of the paid up and subscribed share capital in the ..... (name of Project company) when it undertook construction of the ..... (name of Project) through ..... (name of the contractor).

<sup>⊠</sup> This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.

<sup>§</sup> In the event that the Bidder/ consortium Member exercise control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

(fifty per cent) of the subscribed and paid up voting equity of ..... (*name of the Bidder/Consortium Member/ Associate*) is held, directly or indirectly<sup>£</sup>, by ..... (*name of Associate/ Bidder / Consortium Member*). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.9 of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

*{Describe the share-holding of the Bidder /Consortium Member and the Associate. In the event the Associate is under common control with the Bidder/ Consortium Member, the relationship may be suitably described and similarly certified herein.}*

-----

Name of the audit firm:

Seal of the audit firm:      (Signature, name and designation of the authorised signatory).  
Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score<sup>°</sup>.

---

<sup>£</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership should also be associates i.e., the share-holding in each such company should be more than 50% (fifty per cent) in order to establish that the chain of "control" is not broken

<sup>°</sup> Refer Clause 3.2.6 of the RFP.



ANNEX-V

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref. Date:

To,

The Commissioner  
Municipal Corporation  
Shimla

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... *(insert member's name)* will act as the Lead Member of our consortium.\*

We have agreed that ..... *(insert individual's name)* will act as our representative/ will act as the representative of the consortium on its behalf\* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours  
faithfully,

(Signature, name and designation of the authorised signatory)  
For and on behalf of.....

*\* Please strike out whichever is not applicable.*

**APPENDIX-II**

**Power of Attorney for signing of Bid**

*(Refer Clause 2.2.5)*

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 for the Shimla Water Supply and Sewerage System Project (the "Project") on Build, Operate and Transfer (BOT) proposed or being developed by the Commissioner, Municipal Corporation, Shimla (the "Authority") including but not limited to signing and submission of bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For

..... (Signature, name, designation and address)

Witnesse:

- 1.
- 2.

(Notarised)

Accepted

.....  
(Signature)  
(Name, Title and Address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*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 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-III**

**Power of Attorney for Lead Member of Consortium**  
*(Refer Clause 2.2.5)*

Whereas the Commissioner, Municipal Corporation, Shimla (“the Authority”) has invited Bids from interested parties for the Shimla Water Supply and Sewerage System Project (the “Project”) on Build, Operate and Transfer (BOT).

Whereas, ....., ....., and .....  
(collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP), and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority 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 and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at .....,and M/s. .... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. .... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification/short-listing of the Consortium and evaluation of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium 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 Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

.....

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

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the 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

### Joint Bidding Agreement

(Refer Clause 2.13.2)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of .....,  
20.....

#### AMONGST

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

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

#### WHEREAS

- (A) Municipal Corporation, Shimla represented by the Commissioner, and having its principal offices at \_\_\_\_\_ hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Request for Proposal No. .... dated..... (the "**RFP**") selection of Bidder for Shimla Water Supply and Sewerage System Project on Build, Operate and Transfer (BOT) basis (the "**Project**") through public private partnership.

- (B) The Parties are interested in jointly bidding for the Project 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 capitalised 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 consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

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

- (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 Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- (b) Party of the Second Part shall be the \_\_\_\_ Member of the Consortium; and
- (c) Party of the Third Part shall be the \_\_\_\_ Member of the Consortium.



**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

**6. Shareholding in the SPV**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:  
Second Party:  
{Third Party:}

6.2 The Parties undertake that a minimum of 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times during the entire Concession Period, be held by the Lead Member and the other joint venture members shall hold not less than 20% (twenty percent) of the subscribed and paid up equity share capital of the SPV. .

6.3 Intentionally Left Blank

6.4 Intentionally Left Blank

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

**7. Representation of the Parties**

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

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

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified/short-listed for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

## **9. Miscellaneous**

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

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

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

SIGNED, SEALED AND DELIVERED  
and on behalf of  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED For  
For and on behalf of  
SECOND PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
THIRD PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

*Notes:*

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

## APPENDIX-V

### Letter comprising the Financial Proposal

(Refer Clauses 2.1.5 and 2.14)

Dated:

To  
The Commissioner  
Municipal Corporation  
Shimla

Subject: **Bid for the Shimla Water Supply and Sewerage System Project on Build, Operate and Transfer (BOT) basis.**

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Concessionaire for the development, design, finance, construction, operation and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.1.14 and 2.1.15 of the RFP document; and
  - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
  - (e) the undertakings given by us along with the Technical Proposal in response to the RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a

Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. Deleted
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/ We acknowledge and undertake that if our Consortium is pre-qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
18. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the

Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully and also surveyed the project related parameters. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
22. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
23. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
25. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
26. I/ We hereby submit our Bid and offer Rs \_\_\_\_\_, as Volumetric Rate for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully,

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

Place: Name and seal of Bidder/Lead Member

**APPENDIX-VI**

**Bank Guarantee for Bid Security**

*(Refer Clauses 2.1.7 and 2.20.1)*

B.G. No.

Dated:

1. In consideration of you, the Commissioner, Municipal Corporation, Shimla, having its office at \_\_\_\_\_, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Shimla Water Supply and Sewerage System Projecton Build, Operate and Transfer (BOT) basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we..... *(Name of the Bank)* having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms



and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs..... (Rupees ..... only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

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

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

Signed and Delivered by ..... Bank  
By the hand of Mr./Ms. ...., its ..... and authorised official.

Signature of the Authorised Signatory

## Appendix-VII

### Formats for Technical Capability

(Project Details – provide qualifying technical experience information for Bidder/Bidder and affiliate of the Bidder).

- (i) **Experience in development (on PPP/ cash basis) of at least one total water supply project of minimum 50 MLD capacity in the last 10 (ten) years, from the Bid Due Date. The total project cost shall be a minimum of Rs 100 Crore (Rupees One Hundred Crore).**

Particulars	Details
Name of the entity, whose experience is to be considered	
Status of the entity mentioned above	Bidder/Bidder/ Affiliate
In case of Affiliate, provide relationship with the Bidder/Bidder along with percentage of equity holding(s).	
Name of the project	
Equity stake of Bidder/Affiliate in the project company/SPV.	
Name of the project authority	
City, Location and Address	
Country	
Capacity of the total Water Supply Project developed in the project mentioned herein (in MLD)	_____ MLD
Brief description (write up) of the project	(Attach separate note)
Certification from the relevant project authority with respect to the experience demonstrated above	Attach relevant document

Reference with Telephone Number and E-mail of the relevant project authority for verification of the details provided above.	
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(Separate format be filled for each executed project by Bidder/affiliate)

**Experience in development of water transmission/ distribution system having a minimum total length of 100 km, in a single project out of which atleast 30 kms with minimum 450 mm diameter in the last 10 (ten) years, from the Bid Due Date**

Particulars	Details
Name of the entity, whose experience to be considered	
Status of the entity mentioned above	Bidder/Affiliate
In case of Affiliate, provide relationship with the Bidder along with percentage of equity holding(s).	
Name of the project	
Equity stake of Bidder/Affiliate in the project company/SPV.	
Name of the project authority	
City, Location and Address	
Country	
Brief description (write up) of the project and role of the Bidder	(Attach separate note)
Certification from the relevant project authority with respect to the experience demonstrated above	Attach relevant document
Reference with Telephone Number and E-mail of the relevant project authority for verification of the details provided	

above.	
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(Separate format be filled for each executed project by Bidder/affiliate)

**Experience in O&M/ supervision of O&M of water/ waste water projects with minimum combined capacity of 25 MLD for atleast 1 (one) year. (Defect liability period cannot be considered as O&M).**

Particulars	Details
Name of the entity, whose experience is to be considered	
Status of the entity mentioned above	Bidder/Affiliate
In case of Affiliate, provide relationship with the Bidder along with percentage of equity holding(s).	
Name of the project	
Equity stake of Bidder/Affiliate in the project company/SPV.	
Name of the project authority	
City, Location and Address	
Country	
Capacity of the water / waste water system developed in a project mentioned herein (in MLD)	_____ MLD
Date of commencement of O&M of the project stated herein	Date/ month/ year
Date of completion of O & M of the project stated herein	Date/ month/ year
Brief description (write up) of the project and role of the Bidder	(Attach separate note)

Certification from the relevant project authority with respect to the experience demonstrated above	Attach relevant document
Reference with Telephone Number and E-mail of the relevant project authority for verification of the details provided above.	

(Separate format be filled for each executed project by Bidder/affiliate)

**Experience in development of atleast one Sewerage Treatment Plant of minimum 15 MLD capacity in the last 10 (ten) years, on PPP/ cash basis, from the Bid Due Date.**

<b>Particulars</b>	<b>Details</b>
Name of the entity, whose experience is to be considered	
Status of the entity mentioned above	Bidder/Affiliate
In case of Affiliate, provide relationship with the Bidder along with percentage of equity holding(s).	
Name of the project	
Equity stake of Bidder/Affiliate in the project company/SPV.	
Name of the project authority	
City, Location and Address	
Country	

Capacity of STP constructed in a single contract mentioned herein	_____ MLD
Project cost of the PPP project mentioned herein	_____ in Indian Rupees
Sources of funding for the PPP/Cash project mentioned herein	a) b) ..... etc
Role of the entity in the project mentioned herein	
Year and date of the PPP/cash project award	Date/month/year
Year and date of commencement of commercial operation of the project	Date/month/year
Brief description (write up) of the project	(Attach separate note)
<u>Certification of experience:</u>  <div style="text-align: right;">49</div> Relevant document(s) certifying the project cost  Relevant document(s) from relevant authority certifying the commencement of the commercial operation of the project	Attach relevant document
Reference with Telephone Number and E-mail of the relevant project authority for verification of the details provided above.	

(Separate format be filled for each executed project by Bidder/affiliate)

**Experience in achieving the financial closure for water supply/ waste water projects with a project cost of atleast Rs 100 Crore.**

<b>Particulars</b>	<b>Details</b>
Name of the entity, whose experience is to be considered	
Status of the entity mentioned above	Bidder/Affiliate
In case of Affiliate, provide relationship with the Bidder along with percentage of equity holding(s).	
Name of the operational project	
Equity stake of Bidder/Affiliate in the project company/SPV.	
Type of the core sector	
Name of the project authority	
City, Location and Address	
Country	
Project cost of the project mentioned herein	_____ in Indian Rupees
Sources of funding for the project mentioned herein	a) b) ..... etc
Role of the entity in the project mentioned herein	
Year and date of the project award	Date/month/year



Year and date of the financial close	Date/month/year
Year and date of commencement of commercial operation of the project	Date/month/year
Brief description (write up) of the project	(Attach separate note)
<u>Certification of experience:</u> 50  Relevant document(s) certifying the project cost  Relevant document(s) from relevant authority certifying the commencement of the commercial operation of the project	Attach relevant document
Reference with Telephone Number and E-mail of the relevant project authority for verification of the details provided above.	

### Appendix-VIII

### Financial Capability of the Bidder

The Bidders shall be required to provide their Net worth and Net Cash Accrual details as indicated below. This is to be filled by the Bidder and certified by the statutory auditor/chartered accountant.

Name of Bidder	Name and status of the entity whose Financial strength is being relied upon	Net worth (INR Crores)*	Average Net cash accrual (INR Crores)#	Net Cash Accrual (INR Crores) during preceding.		
				Year 1	Year 2	Year 3

	Name of the entity:  Describe status as Bidding Company/Holding Company of the Bidding company.				
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\*As per audited annual financial statements of the latest completed financial year

# Average of last three financial years

**Please attach the audited annual reports supporting the figures stated.**

**General Instructions:**

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Financial Statements.
2. The Bidder shall provide the audited annual financial statements as required under this RFQ Document. Failure to do so would be considered as a non-responsive Proposal for Qualification.
3. The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

This submission shall be certified by the statutory auditor/chartered accountant who should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.

## Annexure-IX

### Eligible Entities of the Bidder/Affiliate.

The Bidders shall be required to provide their eligible entities with documentary proof as indicated below:-

1	Name and Address of the Bidding Company (Bidder)	
2	Documentary proof of the bidding company as public/private ltd. Company	
3	Documentary proof of valid registration (as on date of bidding) of the bidding company as Indian Company register under Indian Company Act, 1956.	
4	<p>In case of joint venture company /consortium/ MoU</p> <p><b>(a)</b> Name and address of the lead partner company with % of equity and registration under Indian Company Act, 1956 with proof.</p> <p><b>(b)</b> Name and address of other partner companies with proof of registration of their companies and proof their equity share in the joint venture.</p> <p><b>(c)</b> Whether letter of commitment of the holding companies for evaluation of financial /technical capability criteria attached or not.</p>	