REQUEST FOR PROPOSAL (RFP)

Sub.: Preparation of Detailed Project Report (DPR) for Remodeling and Detailed Engineering Design of Gaunchi Drain from Mujesar Chowk to Sohna Road (3.7 KM length) and other integrate infrastructure & Commercial Developments as per feasibility report to be constructed on PPP mode.

NIT No. 380/11.11.2011
TENDER NOTICE

1. Sealed Tenders are invited by Municipal Corporation Faridabad (Haryana) for the following work from Individuals/Private companies/Consultancy Firms/ Joint Ventures/Consortiums having experience of working in the field of Structural Engineering and Design of City Drainage System and PPP Structuring/Transaction Advisory of Urban Infrastructure Projects in Two Envelope system. Envelope 'A' (Technical offer) and Envelope 'B' (Financial offer). Blank Tender document for work will be available from the office of The Executive Engineer (JNNURM), MCF on any working day during office hours from 12.11.11 to 28.11.2011 by making payment of tender fee of Rs. 10,000/- in the cash/demand draft payable in favor of Commissioner, Municipal Corporation, Faridabad.

2. Pre-bid meeting will be held at 3.00 P.M. at Conference Hall/Auditorium of MCF Office on 22.11.11.

3. Completed tender for the work shall be received upto 29.11.2011 till 3.00 P.M. along with requisite earnest money as indicated in table below for the work in form of demand draft payable in favor of Commissioner, Municipal Corporation, Faridabad.

4. Envelop 'A' (Technical offer) for the work shall be opened on 29.11.2011 at 4.00 P.M. in the presence of representatives of bidders at MCF Auditorium. Envelope 'B' (Financial offer) shall be opened on suitable date for which separate intimation shall be sent to the qualified bidders.

5. The scope of work other details are shown in the following table:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>NIT No.</th>
<th>Name &amp; details or works</th>
<th>Time limit</th>
<th>Tender fee</th>
<th>Earnest money</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MCF/EE/JNNURM/2011/- dated…</td>
<td>Preparation of Detailed Project Report (DPR) for Remodeling and Detailed Engineering Design of Gaunchi Drain from Mujesar Chowk to Sohna Road (3.7 KM length) and other integrate infrastructure &amp; Commercial Developments as per feasibility report to be constructed on PPP mode.</td>
<td>2 Months</td>
<td>Rs. 10,000/-</td>
<td>Rs. 2.00 Lacs</td>
</tr>
</tbody>
</table>

6. Interested Bidders may obtain further information from the office of Executive Engineer (JNNURM), Municipal Corporation Faridabad, Haryana - Tele 01292421756 & email address mehta.xenmcf@gmail.com.

7. Eligibility Criteria and other Terms & Conditions can be seen on MCF website i.e. www.mcfbd.org.

-sd-
Executive Engineer
For:-Commissioner,
Municipal Corporation Faridabad

Public Relation Officer, Municipal Corporation Faridabad for Publication in following News Papers at the earliest possible and to submit original news paper cuttings immediately after its publication to the office of Executive Engineer, JNNURM for record :-

1. 2 No. Regional Hindi Daily News Papers.
1. INTRODUCTION

1.1 Background of the Project

1.1.2. Need of the Project

1.1.3. In pursuance of the above, MCF has decided to carry out the process for selection of a Technical Consultant Cum Transaction Advisor (The "Consultant") for preparing the Detailed Project Report, bid documents, carrying out bidding process to appoint concessionaire. The "Consultant" will develop the financial model and assist MCF in the bidding process and draft concession agreement. The Consultant shall prepare the Detailed Project Report in accordance with the Terms of Reference specified at

1.2. Request for Proposal

MCF invites Proposals (the "Proposals") for selection of a Technical Consultant cum Transaction Advisor (the "Consultant") who shall prepare a Detailed Project Report for development of the Project. The Detailed Project Report shall include detailed topographical survey, assessment of catchment area, rainfall analysis, Capacity check of existing cross section of 3.7 km long drain using software, hydraulic modeling and design of proposed sections, Soil investigations, structural design the cross section of drain, detailed design of single story shops on the drain cover as per Feasibility study, detailed design of all component of integrated infrastructure on both side of the drain as per Feasibility report, Preparation of detailed engineering drawing including RCC drawings for drain cross section, shops, L-section of drain and other utility services. Preparation of Bill of Quantity and cost estimates for each component of the project. Detailed scope of work for this project is shown in TOR (collectively the "Consultancy"). Consultant shall develop a financial model and appropriate PPP model for the project, prepare bid documents for selection of the Concessionaire (the "Bid Documents") and assist MCF in the bidding process (collectively the "Consultancy").

MCF intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to MCF and the Project site, sending written queries to MCF, and attending a Pre-bid meeting on the date and time specified in Clause 1.10.

1.4. RFP Document

The document can be downloaded from the Official Website of MCF. The Applicant needs to deposit the Demand Draft of Rs. 10000/- along with the submission of the proposal as cost of RFP document.
1.5. **Validity of the RFP**

The RFP shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of RFP ("RFP Due Date").

1.6 **Brief description of the Selection Process**

MCF has adopted a two stage selection process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") shall be selected for negotiation while the second ranked Applicant will be kept in reserve.

1.7. **Currency rate and payment**

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8. **Schedule of Selection Process**

MCF would endeavor to adhere to the following schedule:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Pre-Proposal Conference/Pre-bid Meeting</td>
<td>22.11.2011 at 3:00 PM</td>
</tr>
<tr>
<td>2.</td>
<td>Sale of Document upto</td>
<td>06.12.2011 (3:00 PM)</td>
</tr>
<tr>
<td>3.</td>
<td>Proposal due date (PDD) Last date of receiving offer/proposal</td>
<td>07.12.2011 (3:00 P.M.)</td>
</tr>
<tr>
<td>4.</td>
<td>Letter of Award (LOA)</td>
<td>[Within 15 days of PDD]</td>
</tr>
<tr>
<td>5.</td>
<td>Signing of Agreement</td>
<td>Within 7 days of LOA</td>
</tr>
<tr>
<td>6.</td>
<td>Validity of Applications</td>
<td>180 days of Proposal Due Date</td>
</tr>
</tbody>
</table>

1.9 **Pre-Proposal visit and inspection of data**

Prospective applicants may visit the Project Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days’ notice to the nodal officer specified below:

Mr. Radhe Shyam Sharma, Assistant Engineer  
Mobile: 9711005719  
Office:- 0129-2421756  
Email: radhe.aemcf@gmail.com

1.10 **Pre-Proposal Conference/Pre-bid meeting**

The date, time and venue of Pre-Proposal Conference shall be:

Date: 22.11.2011  
Time: 3:00 PM  
Venue: Municipal Auditorium, NIT Faridabad
1.11. Communications

1.11.1. All communications including the submission of Proposal should be addressed to:

Mr. Anil Mehta
Executive Engineer
Division-I,
Municipal Corporation,
Faridabad
B.K.Chowk, NIT, Faridabda.
TEL NO: 0129-2421756
E-MAIL: mehta.xenmcf@gmail.com.

1.11.2. The Official Website of MCF is:

http://www.mcfbd.org

1.11.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP NOTICE No 380/11.11.2011.

Preparation of Detailed Project Report for Remodeling and Design of Gaunchi drain, Design and Planning of single story shops with proper parking/landscaping and space for Operation and Maintenance on the top of the drain after covering the drain, detailed planning and design of integrated infrastructure for area available on both side of the drain on Public Private Participation (PPP) Mode.
2. INSTRUCTIONS TO APPLICANTS

A. General

2.1. Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in Clause 3 of Terms of Reference (Annexure I). In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by MCF through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that MCF's decisions are without any right of appeal whatsoever.

2.1.3. The Applicant shall submit its Proposal in the form and manner specified in this RFP document. The Applicants shall submit documents towards eligibility and qualification in accordance with provisions of RFP.

2.1.4. Key Personnel

The Consultant's team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Position</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader cum Civil Engineer</td>
<td>Will be responsible for overall project planning and management, technical input at various stages, coordination and final submission of deliverables</td>
</tr>
<tr>
<td>2</td>
<td>Deputy Team leader cum PPP Expert</td>
<td>He will be responsible for financial and economical analysis of the project. Will analyze the construction cost and project phasing, preparing suitable PPP structure for the project. Responsible for entire Transaction advisory services from inception to sign of concessionaire agreement.</td>
</tr>
<tr>
<td>3</td>
<td>Drainage Engineer</td>
<td>Will assist the team leader in modeling and design of storm water drain. Analysis of catchment area, rainfall analysis, capacity check of existing drain by using drain software, design new cross sections and I-sections for the drain.</td>
</tr>
<tr>
<td>4</td>
<td>Financial Expert</td>
<td>Experience in financial modeling, Bid process Management, Preparation of concessionaire agreement etc.</td>
</tr>
<tr>
<td>5</td>
<td>Structural Engineer</td>
<td>Responsible for Structural design of cross section of the drain, culvert crossing the drain at regular interval, single story shops etc. Will prepare detail structural drawing with RCC detail as construction drawings</td>
</tr>
</tbody>
</table>
Infrastructure Engineer

He will be responsible for planning and design of integrated infrastructure on both side of the drain like road, water supply line, sewerage line, road side drainage, solid waste management etc. Will provide all detailed design and engineering drawings like layout plan, I-section of all services.

Note:-

- Other technical experts like Environmental, Social and legal will support the above mentioned team to ensure that these safeguards complied with
- Consultants are advised for engagement of appropriate number of technical support staff available for assisting the key team.

2.2 Conditions of Eligibility of Applicants

2.2.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

   a) Technical Capacity: The Applicant shall have, undertaken Eligible Assignments as specified in Clause 3.1.4. Work orders/agreement copy/ other relevant supporting document must be furnished with the technical proposal.

   b) Financial Capacity: The Applicant shall have average group turnover of Rs. 5 crore in consultancy in last three financial years. The Consultant must submit the audited financial statements.

   c) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause d) below.

   d) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Position</th>
<th>Qualification and Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader cum Civil Engineer</td>
<td>Graduate in Civil Engineering &amp; Master in urban planning/Civil Engineering/Environmental</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Engineering with Minimum 15 years of Experience in relevant field. He should have worked</td>
</tr>
<tr>
<td></td>
<td></td>
<td>in planning, designing and execution of drainage and other infrastructure projects.</td>
</tr>
<tr>
<td>2</td>
<td>Deputy Team leader cum PPP</td>
<td>Qualified Chartered Accountant or MBA in finance with at least 15 years of Experience</td>
</tr>
<tr>
<td></td>
<td>Expert</td>
<td>PPP structuring, project planning and transaction advisory. Minimum 2 Transaction Advisory</td>
</tr>
<tr>
<td></td>
<td></td>
<td>or PPP projects completed in the field of Urban Infrastructure.</td>
</tr>
<tr>
<td>No.</td>
<td>Position</td>
<td>Qualification</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>Drainage Engineer</td>
<td>Graduate Civil Engineer &amp; Master in Environmental Engineering/Water resources with 8 years of experience in drainage and watershed management sector.</td>
</tr>
<tr>
<td>4</td>
<td>Financial Expert</td>
<td>A Qualified MBA with Minimum 5 year of Experience in financial modeling, Bid process Management, Preparation of concessionaire agreement etc.</td>
</tr>
<tr>
<td>5</td>
<td>Structural Engineer</td>
<td>Graduate Civil Engineer &amp; Master in Structural Engineering with 8 years of experience in design of water channel/canal, foundation, retaining wall, residential/commercial building.</td>
</tr>
<tr>
<td>6</td>
<td>Infrastructure Engineer</td>
<td>Graduate Civil Engineer 6 years of experience in design of roads, water supply system, sewerage system and other infrastructure utility services.</td>
</tr>
</tbody>
</table>

2.2.3. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its turnover during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4. The applicant should submit the power of attorney as per the format at Annexure VI for single applicant and Annexure VII incase of consortium.

2.2.5. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6. An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MCF shall forfeit and appropriate the Bid Security as mutually agreed genuine pre- estimated compensation and damages payable to MCF for, inter alia, the time, cost and effort of MCF including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to MCF hereunder or otherwise.
2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to MCF, Project site etc. MCF will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with MCF, Applicable Laws and regulations or any other matter considered relevant by them.

2.8 Right to reject any or all RFPs

2.8.1. Notwithstanding anything contained in this RFP, MCF reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2. Without prejudice to the generality of Clause 2.8.1, MCF reserves the right to reject any Proposal if:
   a) At any time, a material misrepresentation is made or uncovered, or
   b) The Applicant does not provide, within the time specified by MCF, the supplemental information sought by MCF for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then MCF reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of MCF, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

1) Introduction
2) Instructions to Applicants
3) Criteria for Evaluation
4) Fraud and corrupt practices
5) Pre-Proposal Conference/Pre-bid Meeting
6) Miscellaneous
Annexure

Annex I - Terms of Reference (TOR)
Annex II - Cover Letter
Annex III - Bank Guarantee Format
Annex IV - Particulars of the Applicant
Annex V - Statement of Legal Capacity
Annex VI - Power of Attorney
Annex VII - Power of Attorney (in case of Consortium)
Annex VIII - Financial Capacity of the Applicants
Annex IX - Eligible assignments of the Applicants
Annex X - CV of Key Personnel
Annex XI - Financial Proposal
Annex XII - Guidance note on conflict
Annex XIII - Proposed methodology & Work Plan

2.10. Clarifications
2.10.1. Applicants requiring any clarification on the RFP may send their queries to MCF in writing/through e-mail before the date of pre bid meeting in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP"

MCF shall endeavor to respond to the queries during Pre-bid meeting and minutes of meeting will be uploaded on the official website of Municipal Corporation of Faridabad.

2.10.2. MCF reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging MCF to respond to any question or to provide any clarification.

2.11. Amendment of RFP

2.11.1. At any time prior to the deadline for submission of RFP, MCF may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2. All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, MCF may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case of any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant
passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of RFP

2.13.1. The Applicant shall provide all the information sought under this RFP. MCF would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2. The Applicant shall prepare one original set of the Proposal (together with originals/copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3. The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

a) by the proprietor, in case of a proprietary firm; or

b) by a partner, in case of a partnership firm and/or a limited liability partnership; or

c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

d) By the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Annexure VII Annexure VI shall accompany the Proposal.

2.13.4. Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by MCF, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, MCF reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14. Technical Proposal

2.14.1. Applicants shall submit the technical proposal in the formats from Annexure II to Annexure X (the "Technical Proposal").

2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

a) The Bid Security is provided;

b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

c) Power of Attorney, is executed as per Applicable Laws;

d) CVs of all Key Personnel have been included;

2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

a) The Bid Security is provided;

b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;

c) Power of Attorney, is executed as per Applicable Laws;

d) CVs of all Key Personnel have been included;

e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
f) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished;
g) The CVs have been recently signed and dated, in blue ink by the respective Personnel and
h) Countersigned by the Applicant. Photocopy or unsigned/countersigned CVs shall be rejected;
i) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
j) Key Personnel would be available for the period indicated in the TOR;
k) No Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and
l) The proposal is responsive in terms of Clause 2.21.3.

2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4. If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of MCF for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5. The proposed team shall include experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/support staff such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Annexure X.

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

2.14.7. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the 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 MCF without MCF being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, MCF shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to MCF for, *inter alia*, time, cost and effort of MCF, without prejudice to any other right or remedy that may be available to MCF.

2.15. Financial Proposal

2.15.1. Applicants shall submit the financial proposal in the formats at Annexure XI (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
2.15.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

   a) All the costs associated with the assignment shall be included in the Financial Proposal.

   b) The Financial Proposal shall take into account all expenses and tax liabilities.

   c) Costs shall be expressed in INR.

2.16. Submission of Proposal

2.16.1. The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be marked with company stamped. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by MCF and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by MCF, the latter shall prevail.

2.16.2. The Proposal will be sealed in an outer envelope which will bear the address of MCF, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

   "Do not open, except in presence of the Authorized Person of Municipal Corporation of Faridabad"

If the envelope is not sealed and marked as instructed above, MCF assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked 'Technical Proposal' and the other clearly marked 'Financial Proposal'. The envelope marked "Technical Proposal" shall contain the Application in the prescribed format (Annexure II) along with Annexure III to X and supporting documents.

The envelope marked “Financial Proposal” shall contain the financial Proposal in the prescribed format (Annexure XI).

2.16.4 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.5. The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

2.17. Proposal Due Date

2.17.1. Proposal should be submitted before 3.00 P.M. on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2. MCF may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants
2.18. Late Proposals

Proposals received by MCF after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19. Modification/ substitution/ withdrawal of Proposals

2.19.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by MCF prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or 'WITHDRAWAL", as appropriate.

2.19.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by MCF, shall be disregarded.

2.20. Bid Security

2.20.1. The Applicant shall furnish as part of its Proposal, a bid security of Rs. 2 lacs in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Commissioner, Municipal Corporation Faridabad payable at Faridabad (the "Bid Security"), returnable not later than 180 days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.2. Any Proposal not accompanied by the Bid Security shall be rejected by MCF as non-responsive.

2.20.3. MCF shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to MCF's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by MCF as the mutually agreed pre-estimated compensation and damage payable to MCF for, inter alia, the time, cost and effort of MCF in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

a) If an Applicant submits a non-responsive Proposal;
b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or Commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
i) If the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21. Evaluation of Proposals

2.21.1. MCF shall open the Proposals at 4:00 P.M. on the PDD, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3. Prior to evaluation of Proposals, MCF will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
   a) the Technical Proposal is received in the format from Annexure II to Annexure X
   b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
   c) It is accompanied by the Bid Security as specified in Clause 2.20.1.
   d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
   e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
   f) it contains all the information (complete in all respects) as requested in the RFP;
   g) it does not contain any condition or qualification; and
   h) It is not non-responsive in terms hereof.

2.21.4. MCF reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MCF in respect of such Proposals.

2.21.5. MCF shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6. After the technical evaluation, MCF shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. MCF will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7. Applicants are advised that Selection shall be entirely at the discretion of MCF. Applicants shall be deemed to have understood and agreed that MCF shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.8. Any information contained in the Proposal shall not in any way be construed as binding on MCF, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.
2.22. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising MCF in relation to matters arising out of, or concerning the Selection Process. MCF shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. MCF 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 to enforce or assert any right or privilege of the statutory entity and/or MCF or as may be required by law or in connection with any legal process.

2.23. Clarifications

2.23.1. To facilitate evaluation of Proposals, MCF may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by MCF for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.23.2. If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, MCF may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of MCF.

E. APPOINTMENT OF CONSULTANT

2.24. Negotiations

2.24.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

2.24.2. MCF will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of MCF.

2.24.3. MCF will examine the credentials of all Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of MCF.

2.25. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify MCF, for an amount not exceeding 10% the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.26. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by MCF to the Selected Applicant and the Selected Applicant shall, within 15 (Fifteen) 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 Applicant is not received by the stipulated date, MCF may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.
2.27. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28. Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, MCF may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated and the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.29. Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by MCF or submitted by an Applicant to MCF shall remain or become the property of MCF. Applicants are to treat all information as strictly confidential. MCF will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to MCF in relation to the Consultancy shall be the property of MCF.

3. CRITERIA FOR EVALUATION

3.1. Evaluation of Technical Proposals

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of TOR, proposed methodology and Work Plan as per Annexure XIII and the experience of Key Personnel as per Annexure X. Only those Applicants whose Technical Proposals get a score of 70(seventy) marks or more out of 100 (hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2. Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks or any two of the remaining Key Personnel score less than 70% (seventy per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% (seventy per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.

3.1.3. The scoring criteria to be used for evaluation shall be as follows.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Position/Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>For Key Personnel</td>
<td>30 Marks</td>
</tr>
<tr>
<td></td>
<td>Team Leader cum Civil Engineer</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>Deputy Team Leader cum PPP Expert</td>
<td>6</td>
</tr>
<tr>
<td>i.</td>
<td>Drainage Engineer</td>
<td>4</td>
</tr>
<tr>
<td>ii.</td>
<td>Financial Analyst</td>
<td>4</td>
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<tr>
<td>v.</td>
<td>Structural Engineer</td>
<td>4</td>
</tr>
<tr>
<td>vi</td>
<td>Infrastructure Engineer</td>
<td>4</td>
</tr>
</tbody>
</table>

**B For Experience of Consultant** | 30 Marks |
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>i.</td>
<td>Experience in Providing Transaction advisory services for Urban infrastructure for 3 or more Projects in India having Project cost more than 150 Crore each (Completed/ongoing)</td>
</tr>
<tr>
<td>ii.</td>
<td>Consultant should have prepare at least one DPR on drainage system of city in last five years (completed)</td>
</tr>
<tr>
<td>iii.</td>
<td>Experience in Preparation of DPR for Municipal Infrastructure Projects (Roads, water supply, sewerage, solid waste management etc.) in India Minimum number of DPR for all above work should be five (completed)</td>
</tr>
<tr>
<td>iv.</td>
<td>Experience in Preparation of Detailed Design Engineering report for commercial/community complexes like cyber park, township, Commercial building, and community centre in last five years.</td>
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</table>

**C Financial & Infrastructure Facilities** | 20 |
<table>
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<tbody>
<tr>
<td>i.</td>
<td>Consultant shall have average group turnover of Minimum Rs 5 Crore in consultancy in last three financial years.</td>
</tr>
<tr>
<td>ii.</td>
<td>Consultant should have office well maintained office equipped with computer, printer, plotter and software required to complete this project in Faridabad or National Capital Region (NCR)</td>
</tr>
</tbody>
</table>

**D Methodology Work Plan and Presentation** | 20 |
<table>
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<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Well Prepared Approach and Methodology from inception to completion of the Project.</td>
</tr>
<tr>
<td>ii.</td>
<td>Presentation to Municipal Corporation</td>
</tr>
</tbody>
</table>

**Total Technical Marks** | 100 |

### 3.1.4. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP following projects undertaken for Government of India or State Government or Urban local Body shall be deemed as eligible assignments (the "Eligible Assignments"):

a) Experience in providing Transaction Advisory services for urban infrastructure projects for 3 (Three) or more PPP projects in India having project cost more than Rs. 150 Crores each. (Completed or ongoing).

b) Experience in Providing Consultancy services for at least one DPR on drainage system of city in last five years (completed)

a) Experience in Preparation of DPR for Municipal Infrastructure Projects (Roads, water supply, sewerage, solid waste management etc.) in India Minimum number of DPR for all above work should be five (completed)

b) Experience in Preparation of Detailed Design Engineering report for commercial/community complexes like Cyber Park, township, Commercial building, and community centre in last five years.
3.2. Short-listing of Applicants

Of the Applicants ranked as aforesaid, shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than three, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score (ST) is less than 70 (seventy) points even if such Applicant(s) does not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed three.

3.3. Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total fee indicated in the financial proposal as per Annexure XI will be considered.

3.3.3 The Authority will determine whether the Financial Proposal is complete, unqualified and unconditional. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest Financial Proposal (FM) will be given a financial scoring (SF) of 100 points, the financial scores of other proposals will be computed as follows:

\[ SF = 100 \times \frac{FM}{F} \]

\[ FM = \text{Lowest financial Proposal Amount} \]
\[ F = \text{Amount of other Financial Proposal} \]

3.4. Combined Evaluation of Proposal

3.4.1 Proposals will finally be ranked according to their combined technical scores (ST) as define in clause 3.1.3 and financial (SF) scores as evaluate in clause 3.3.3 as follows:

\[ S = ST \times T_w + SF \times F_w \]

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal.

\[ T_w = \text{Weighted to Technical Scoring is 75\%} \]
\[ F_w = \text{Weighted to Financial Proposal is 25\%} \]

3.4.2 The Selected Applicant shall be the first ranked applicant (having the highest combined score). The second ranked applicant shall be kept in reserve and may be invited for requirements specified in Clauses 2.24, 2.27 and 2.29, as the case may be.

4.0 Fraud and Corrupt Practices

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, MCF shall reject a RFP without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.

4.2 Without prejudice to the rights of MCF under Clause 4.1 hereinabove and the rights and
remedies which MCF may have under the short-listing process, if an Applicant is found 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 Selection Process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued by MCF during a period of 2 (two) years from such date.

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

i. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MCF who is or has been associated in any manner, directly or indirectly with the Selection Process 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 MCF, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of MCF in relation to any matter concerning the Project;

ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. "Coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MCF with the objective of canvassing, lobbying or in any

5. Pre-proposal Conference

5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for MCF, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of MCF. MCF shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 MCF, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
b) Consult with any Applicant in order to receive clarification or further information;
c) Retain any information and/or evidence submitted to MCF by, on behalf of and/or in relation to any Applicant; and/or
d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases MCF, 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, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by MCF or submitted by an Applicant shall remain or become, as the case may be, the property of MCF. MCF will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 MCF reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
ANNEXURE I

TERMS OF REFERENCE

1. GENERAL

1.1 MCF seeks the services of qualified firms as Consultant for preparing Detailed Project Reports for the Remodeling and Design of Gaunchi drain, Design and Planning of single story shops with proper parking/landscaping and space for Operation and Maintenance on the top of the drain after covering the drain, detailed planning and design of integrated infrastructure for area available on both side of the drain to be undertaken on Public Private Participation (PPP) on Develop, Build, Finance, Operate and Transfer (DBFOT) basis (the "Project"). The Consultant will also provide services of Transaction Advisor for bid process management, selection of developer and signing of concessioner agreement. The area of the drain shall be covered for remodeling/design start from Mujesar disposal to Sohna road bridge crossing (3.7 KM) and area available on both side of the drain will be developed with integrated infrastructure for single story shops after covering of the drain).

1.2 The Consultant shall be guided in its assignment by the Manual of sewerage and sewerage treatment issued by CPHEEO, the Ministry of Urban development Govt. of India and other relevant IS codes like (IRC-50,IS:454 etc) of Government of India.

1.3 The Consultant shall be responsible for preparing the technical and system related Schedules of the Agreement (the "Concession Agreement") and for bringing out any special feature or requirement of the Project referred to in the Concession Agreement or the Manuals, as the case may be.

1.4 The Consultant shall, to the extent possible, rely on the existing data and studies which it may verify, supplement and analyze, as necessary, during the course of Consultancy.

1.5 The Consultant shall assist the MCF by furnishing clarifications as required for the structuring, documentation and award of the Project.

1.6 The Consultant shall also participate in the pre-bid conference with the Bidders of the Project and assist the Authority in clarifying the technical aspects arising from the Bid Documents and shall make available Its Key Personnel to attend and participate in meetings, conferences and discussions with the MCF and assist the Authority in the diverse commercial issues that may arise from time to time.

2. OBJECTIVE

The objective of this consultancy is:

a) To prepare Detailed Project Reports for Remodeling and Design of Gaunchi drain and Planning of single story shops on the drain of the above described Projects and to enable the prospective bidders to assess the MCF's requirements in a clear and predictable manner with a view to ensuring:

   a) Efficient, economical, integrated and coordinated, assessment of catchment area, rainfall intensity, total runoff of the area
   b) Efficient alignment, design and modeling of Gaunchi drain
   c) Efficient infrastructure facility for surrounding area
d) Minimal adverse impact on the local population and environment.

e) Minimal additional acquisition of land.

f) Improving the financial viability of the Project consistent with the need to minimize public inconvenience and to eliminate constraints in a cost effective manner.

g) Consultant to act as Transaction Advisor for selection of bidders, carryout bidding process, prepare RFO, RFP, conduct pre bid conference and assist MCF in bid evaluation and selection of developer.

3. SCOPE OF SERVICES

a) For Preparing Detailed Project Report:

The scope of services shall comprise:

i. Study of the Existing Drainage System of NIT area. The consultant shall provide complete details of the following and indicate the same in the drawing:

   a. Size of drains Major drain merging in the Gaunchi drains
   b. Topographical survey along the drains and at junctions.
   c. Direction of flow
   d. Obstructions (if any) in the flow.
   e. To collect, review and analyze all existing relevant data and report such as climate hydrology, storm flow, demographic, socio-economic, soil characteristic, and ground water table etc.

ii. Conduct detailed topographical survey (Total Station Survey) covering the following points for the entire project area to facilitate preparation of layout plan to the scale indicating existing and proposed components along with the reduced levels based on permanent Bench Mark. Consultant shall take the detail of existing cross section of Gaunchi drain at 100 m interval.

iii. Assessment of catchment area of Gaunchi drain in entire NIT area with proper marking of secondary drain merging into Gaunhci drain.

iv. Conduct geo-technical study investigation as per relevant BIS codes at different locations to obtain geo-technical data required for design of facilities. Number of bore holes and spacing of bore holes shall be taken as per recommendation of IS codes and discussion with MCF.

v. Rainfall analysis using hourly or daily rainfall data of last 20 year for derivation of IDF curve. Rainfall intensity for modeling and design shall be derived from IDF curve.

vi. Hydraulic modeling and design of Gaunchi drain for designed storm flow using software like storm CAD, HEC-RAS, and Mike 11 etc.

vii. Estimate the silt quantity which is coming from catchment area by conducting suspended solid test or any other test of drain water sample at various interval during study. Provide suitable arrangement of tapping silt from upstream area.
viii. Detailed civil and structural design of Cross section of drain of suitable interval of 50-100 m. Design the drain cover and provide opening space for operation and maintenance purpose as per consultant planning.

ix. Consultant shall provide the cost estimates for renovation/rehabilitation of secondary drains discharging into Gaunchi drain upto 100 m length in upstream side.

Prepare detail development plan with detailed engineering design and drawing including RCC detailing for adjoining area of Gaunchi of drain by keeping following points in view

x. Detailed geometric and pavement design of roads of 5.5 wide by keeping provision of footpath/walkways on both side of the drain using MX-Road software.

xi. Detailed design of Junction and renovation of roads merging on the junction upto 50 m length.

xii. Taping of sewage presently having access in to this drain of the houses/adjacent colonies along the drain between RD 3500’ to 15584’ and provide detail design of sewerage line on both side of the drain for adjacent area.

xiii. Detailed design of utility services like water supply, sewerage, Solid waste bins, street lighting and road side drainage for the adjoining area.

xiv. Detailed civil and structural design of Culvert/Bridge as per available crossing and junction to cross the drain.

xv. Planning and Design of Single story shop on the drain in cluster format at regular interval as per the commercial need and demand of the area.

xvi. Design of Parking facility as per the demand and planning using suitable code provisions.

xvii. Provide space for cleaning, Operation and maintenance of drain without disturbing the local public and commercial activities.

xviii. Consultant shall also suggest suitable arrangement for tapping the floating material coming into the drain.

xix. Consultant shall provide all layout plans and detailed GA/Civil drawings, RCC drawing for execution purpose. Consultant shall also provide detailed L-section of the drain and other utility services by showing invert level, ground level, finish road level, full supply level at regular change interval of 30 m.

xx. Provide detail calculation back up for all project components.

xxi. Preparation of Detailed cost estimates for the proposed project component on the basis of HSR-2007/DSR-2007 for the items covered in the SOR and on the
basis of analysis of rates for the items not covered in the SOR.

xxii. Cost of shifting/repair of existing utilities like main trunk sewer lines, trees, telephone cables, electricity cables & overhead lines transformers etc. (if any) shall be based on the latest approved rates of respective authorities.

xxiii. No lump sum provision in the estimate is admissible unless indispensable.


xxv. Removal of Encroachment along the drain on both side as per the requirement of the development plan.

xxvi. Land acquisition and resettlement plan as per the requirement of the development plan.

xxvii. Cost estimates for compensation of land, compensation of structures, restoration of CPR and resettlement planning.

b) As Transaction Advisor scope of services comprise

xxviii. Preparing techno economic feasibility report

xxix. Assessment of revenue options and estimates Financial Modeling, IRR, NPV of various options

xxx. Risk assessment and allocation amongst the parties to the contract.

xxxi. Stakeholder consultations.

xxxii. Selection of suitable PPP model for implementation of project, conducting bidding process including preparation of bidding documents, fixing eligibility criteria

xxxiii. Pre bid meetings and answering queries of the bidder

xxxiv. Bid evaluation and assistance in selection of bidder

xxxv. Drafting concessionaire agreement

4.0 DELIVERABLES

The Consultant shall be liable to deliver:

(a) As a part of Detailed project report:

i. Inception Report

ii. Draft Detailed Project Report (DPR)

iii. Final Detailed Engineering Project Report including all drawings and calculations
iv. As a part of Transaction Advisory Services:

v. Draft Feasibility Report with Financial Model and various options for PPP model

vi. Request For Qualification (RFQ) Notice Inviting Tender (NIT) for selection of Developer

vii. Final feasibility report with suitable PPP model for the project

viii. Final RFQ and Final RFP

ix. Final RFP

x. Draft Concession Agreement

5.0 PAYMENT AND TIME SCHEDULE

Consultant shall calculate the separate fees for preparation of DPR and for Transaction advisory services. Payment milestones will be different for both services and released of the percentage fee shall be linked with deliverable

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Deliverable</th>
<th>Percentage of the fee released</th>
<th>Allotted Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>Professional Fees for DPR Preparation-Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submission of Inception Report</td>
<td>20%</td>
<td>15th day of Start Date</td>
</tr>
<tr>
<td></td>
<td>Submission of Draft Detailed Engineering Report</td>
<td>40%</td>
<td>45th Day of Start Date</td>
</tr>
<tr>
<td></td>
<td>Submission of Final Detailed Engineering Report</td>
<td>40%</td>
<td>60th Day of Start Date</td>
</tr>
<tr>
<td>(B)</td>
<td>Professional Fees for Transaction Advisory-Lump sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submission of Draft Feasibility Report/Draft RFQ</td>
<td>20%</td>
<td>15th day of Start Date</td>
</tr>
<tr>
<td></td>
<td>Submission of Final Feasibility Report/Draft RFP</td>
<td>30%</td>
<td>45th Day of Start Date</td>
</tr>
<tr>
<td></td>
<td>Submission of Final Bid Document</td>
<td>30%</td>
<td>60th Day of Start Date</td>
</tr>
<tr>
<td></td>
<td>Signing of Concessionaire Agreement</td>
<td>20%</td>
<td></td>
</tr>
</tbody>
</table>

6 MEETINGS

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in __ at the Authority's office. Further, the Consultant is required to attend meetings and conferences with pre-qualified Bidders or the Selected Bidder.

7. CONSULTANCY TEAM

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment as given in Clause 2.2.2 of this RFP.

8. REPORTING
8.1 The Consultant will work closely with the MCF. A designated Project *** (designation of concerned person) of the Authority will be responsible for the overall coordination and project development. He will play coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

8.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the MCF.

8.3 Regular communication with the MCF and the Project Director/Coordinator is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

9. **ROLE OF MUNICIPAL CORPORATION, FARIDABAD**

9.1 Data to be made available by the MCF

The reports, information and material to be provided by the Authority are as follows:

i. Maps showing details of existing storm water network of NIT area,

ii. Khasra map for land acquisition and encroachment detail plan.

iii. L-section of Gaunchi Main drain

iv. Previous Report about Gaunchi drain development available with Department

Available data as may be required by the Consultant will be provided by the MCF on request. The Nodal Officer designated by the MCF shall facilitate handing over of such information to the Consultant.

9.2 MCF shall provide sanctions, approvals, and permissions to carryout the assignment.

9.3 MCF shall approve the design, drawing, report and any other documents as submitted by the Consultant within 10 days after submission.

10. **COMPLETION OF SERVICES**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the MCF in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the MCF and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the MCF. The Consultancy shall stand completed on acceptance by the MCF of all the Deliverables of the Consultant and execution of the Concession Agreement The MCF shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 15 (fifteen) months from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.
ANNEXURE II

COVER LETTER

Commissioner, 
Municipal Corporation of Faridabd 
B.K. Chowk, NIT 
Faridabad, Haryana

Subject: Request for proposal for Selection of Consultants to Preparation of Detailed Project Report for Remodeling and Design of Gaunchi drain, Design and Planning of single story shops with proper parking/landscaping and space for Operation and Maintenance on the top of the drain after covering the drain, detailed planning and design of integrated infrastructure for area available on both side of the drain on Public Private Participation (PPP) Model.

Dear Sir,

With reference to your Invitation for RFP document dated ----------------, I/we, having examined the Invitation for RFP document and understood its contents, hereby submit our RFP for the aforesaid Project.

1. The RFP is unconditional and unqualified.

2. All information provided in the RFP and in the Appendices is true and correct and all documents accompanying such RFP are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I/ We shall make available to MCF any additional information it may find necessary or require to supplement or authenticate the RFP.

5. I/ We acknowledge the right of MCF to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last 3 (three) years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated for breach on our part.

7. I/ We declare that:
   a. I/ We have examined and have no reservations to the invitation for RFP Document, including any Addendum issued by MCF.
   b. I/ We do not have any conflict of interest in accordance with Clauses 2.3 of the Invitation for 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 of the Invitation for RFP document, in respect of any tender issued by or any agreement entered into with MCF or any other public sector enterprise or any government, Central or State;

d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the Invitation for 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 Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 and Clause 6 of the Invitation for RFP document.

9) We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for RFP document and are qualified to submit RFP in accordance with the provisions of the Invitation for RFP document.

10) I/We certify that in regard to matters other than security and integrity of the country, we or any of our 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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11) I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12) 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.

13) We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate MCF of the same immediately.

14) 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 MCF in connection with the selection of Consultant or in connection with the Selection Process itself, in respect of the above mentioned Project.

15) The Bid Security of Rs. __ (Rupees __ ) in the form of a demand Draft is attached, in Accordance with the RFP document.

16) I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

17) I/We agree to keep this offer valid for 180 days from the RFP Due Date specified in the RFP.

18) A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in __

19) In the event of my/our firm/consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at __ of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

20) I/We have studied all the Invitation for RFP document carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the
Agreement, we shall have no claim, right or title arising out of any documents or
information provided to us by MCF or in respect of any matter arising out of or
congering or relating to the Selection Process including the award of Consultancy.

21) I/We, ---------------------- (Applicant's name) herewith enclose the
Financial Proposal as Annexure XI for selection of my/our firm as Consultant.

22) I/We agree and undertake to abide by all the terms and conditions of the
Invitation of RFP document.

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

Yours faithfully,

(Signature, name and designation of the of the Authorized signatory)

(Name and seal of Applicant/ Lead Member)
ANNEXURE-III

BANK GUARANTEE FOR PERFORMANCE SECURITY

To
Commissioner
Municipal Corporation of Faridabad

In consideration of Commissioner, Municipal Corporation, Faridabad, __ acting on behalf of the MCF (hereinafter referred to as the "Authority", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s having its office at (hereinafter referred to as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof include its/their executors, administrators, successors and assigns). vide the MCF’s Agreement no. ___ dated _ valued at Rs. ___ (Rupees ___ ) (herein referred to as the "Agreement") Consultancy Services for “Preparation of Detailed Project Report for Remodeling and Design of Gaunchi drain, Design and Planning of single story shops with proper parking/landscaping and space for Operation and Maintenance on the top of the drain after covering the drain, detailed planning and design of integrated infrastructure for area available on both side of the drain on Public Private Participation (PPP Model). ("the Project"). and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees _) to the MCF for the performance of the said Agreement.

1. We, ____________________________ (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the MCF an amount not exceeding Rs. ________________ (Rupees ___________ ) against any loss or damage caused to or suffered or would be caused to or suffered by the MCF by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, ____________________________ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the MCF stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MCF by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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 ____________).

3. We, ____________________________ (indicate the name of the Bank) undertake to pay to the MCF any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We, ____________________________ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the MCF under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the MCF certifies that the terms and conditions of the
said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ------------------ (indicate the name of Bank) further agree with the MCF that the MCF shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the MCF against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, ------------------ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the MCF in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the MCF serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the date of this Guarantee)].

For .................................................................

Name of Bank:

Seal of the Bank:

Dated:

(Signature, name and designation of the authorised signatory)

NOTES:
(i) The Bank Guarantee should contain the name, designation and code number of the officer (s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.
## ANNEXURE IV
### PARTICULARS OF APPLICANT

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
</table>
| 1.1 | Title of Consultancy:  
|     | .................................. |
| 1.2 | Title of Project:  
|     | .................................. |
| 1.3 | State whether applying as Sole Firm or Lead Member of a consortium:  
|     | Sole Firm  
|     | or  
|     | Lead Member of a consortium |
| 1.4 | State the following:  
|     | Name of Company or Firm:  
|     | Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):  
|     | Country of incorporation:  
|     | Registered address:  
|     | Year of Incorporation:  
|     | Year of commencement of business:  
|     | Principal place of business:  
|     | Brief description of the Company including details of its main lines of business  
|     | Name, designation, address and phone numbers of authorised signatory of the Applicant:  
|     | Name:  
|     | Designation:  
|     | Company:  
|     | Address:  
|     | Phone No.:  
|     | Fax No.:  
|     | E-mail address:  |
1.5 If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:

(i) Name of Firm:

(ii) Legal Status and country of incorporation:

(iii) Registered address and principal place of business:

1.6 For the Applicant, (in case of a consortium, for each Member), state the following information:

(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No

If so, provide the office address(es) in India.

(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No

(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No

(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No

(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **1.7** | Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?  
Yes/No  

If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?  
Yes/No |
| **1.8** | Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?  
Yes/No  

If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?  
Yes/No  

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?  
Yes/No |

(Signature, name and designation of the authorised signatory)  
For and on behalf of ……………………………………
ANNEXURE V
STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letter head of the Applicant)

Ref. Date:

To, Commissioner
Municipal Corporation, Faridabad.

Dear Sir,


I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ………………… (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that …………………. (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of …………………

*Please strike out whichever is not applicable
ANNEXURE VI
POWER OF ATTORNEY

Know all men by these presents, we, ................. (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms ...............,(name & residential address) who is presently employed with us and holding the position of ................. as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") 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 Proposal for Preparation of Detailed Project Report for Remodeling and Design of Gaunchi drain, Design and Planning of single story shops with proper parking/landscaping and space for Operation and Maintenance on the top of the drain after covering the drain, detailed planning and design of integrated infrastructure for area available on both side of the drain on Public Private Participation (PPP) Mode proposed to be developed by the MCF (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the MCF, representing us in all matters before the MCF, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the MCF in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the MCF.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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)

Witnesses:
1. 
2. 

Notarised

Accepted

......................................................

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

1) 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. Copy of such document should be submitted along with the power of Attorney.

2) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
ANNEXURE VII
POWER OF ATTORNEY
(In case of Consortium)

(On Stamp paper of relevant value)

MCF has invited applications from interested parties for Project in …………………….(the "Project").

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 (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 ……………………,

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 authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and anyone 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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the MCF, 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 MCF.

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 and Title)

For …………………
(Signature)
……………………
(Name and Title)

For …………………
(Signature)
……………………
(Name and 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 Applicant 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 Applicant.
Annexure VIII
FINANCIAL CAPACITY OF THE APPLICANT

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover (in Rs.)</th>
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</thead>
<tbody>
<tr>
<td>FY</td>
<td></td>
</tr>
<tr>
<td>FY</td>
<td></td>
</tr>
<tr>
<td>FY</td>
<td></td>
</tr>
<tr>
<td>Average turnover</td>
<td></td>
</tr>
</tbody>
</table>

**Certificate from the Statutory Auditor***
This is to certify that .................. (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:
Seal of the audit firm
Date:

(Signature, name and designation of the authorised signatory)

* The Applicants to furnish self attested copies of audited balance sheets and profit and loss accounts for last three years along with a certificate from Statutory Auditor/ Chartered Accountant to establish minimum average annual turnover from consultancy income required toward Financial Eligibility.
ANNEXURE IX
ELIGIBLE ASSIGNMENTS OF THE APPLICANTS

1. **Credentials of the Applicants**

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Key Professional Staff Provided:</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Professional Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Professional Staff Months; duration of assignment:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
</tr>
<tr>
<td>Approximate Value of Services (in INR):</td>
<td></td>
</tr>
<tr>
<td>Name of Associated Consultants, if any:</td>
<td>No. of Months of Key Professional Staff, Provided by Associated Consultants:</td>
</tr>
<tr>
<td>Name of Senior Staff involved:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services provided:</td>
<td></td>
</tr>
</tbody>
</table>

2. **Supporting documents for evaluation of Credentials**

The supporting documents to be submitted by the Applicants are set out below:

Any one of the following documents could be submitted to demonstrate experience:
Completion Certificate/ Work order/ Agreement/ relevant supporting documents from the client.

Notes:
- Use separate sheet for each Eligible Project.
ANNEXURE X

CV OF KEY PERSONNEL

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:
   (Starting with present position, list in reverse order every employment held.)

7. List of the projects on which the Personnel has worked

   Name of the Project          Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place ........................

   (Signature and name of the Key Personnel)

   (Signature and name of the authorised signatory of the Applicant)

Notes:

- Use separate form for each Key Personnel
- Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
ANNEXURE XI  
FINANCIAL PROPOSAL

Format:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Description</th>
<th>Lumpsum Amount in INR</th>
<th>Amount in INR in words</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Professional Fees for Preparation/submission of Detailed Project Report (DPR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Professional Fees for Transaction advisory Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total Consultancy Fees (1+2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Consultant shall quote their fees inclusive of all taxes as per Indian Law*
ANNEXURE XII

GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.

2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.

3. Conflict of interest may arise between the MCF and a consultant or between consultants and present or future concessionaries/contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Authority and consultants:

(i) Potential consultant should not be privy to information from the MCF which is not available to others;

(ii) Potential consultant should not have defined the project when earlier working for the MCF;

(iii) Potential consultant should not have recently worked for the MCF overseeing the project.

(b) Consultants and concessionaires/contractors:

(i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or

(ii) No consultant should be involved in owning or operating entities resulting from the project; or

(iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the MCF who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the MCF. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been
relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the MCF but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built-in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the MCF at the earliest. Officials of the MCF involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.
Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. **Understanding of TOR (not more than two pages)**
   The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. **Methodology and Work Plan (not more than 10 pages)**
   The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. **Activity Schedule**
   The applicant will submit bar chart showing all major activities timeline date of completion with important mile stones.