
Request For Qualification Cum Request for Proposal

(R.F.Q Cum R.F.P.)

For

**ESTABLISHMENT OF A MODERN SLAUGHTERHOUSE AT
VILLAGE DHIMRE, MORADABAD, UTTAR PRADESH ON
DESIGN, BUILD, FINANCE, OPERATE & TRANSFER (DBFOT)
BASIS UNDER PUBLIC PRIVATE PARTNERSHIP**

**(Tender No.: Moradabad Modern
Slaughterhouse/GOUP/28.12.2016)**

**MORADABAD MUNICIPAL CORPORATION (MMC/
AUTHORITY)**

28th December, 2016

Municipal Commissioner,
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Moradabad Municipal Corporation

**NAME OF WORK: ESTABLISHMENT OF A MODERN
SLAUGHTERHOUSE AT VILLAGE DHIMRE,
MORADABAD, UTTAR PRADESH ON DESIGN,
BUILD, FINANCE, OPERATE AND TRANSFER
(DBFOT) BASIS UNDER PUBLIC PRIVATE
PARTNERSHIP (PPP)**

**REQUEST FOR QUALIFICATION CUM REQUEST FOR
PROPOSAL
(RFQ CUM RFP)
(SINGLE STAGE BIDDING)
BID DOCUMENT**

**VOLUME – I
INSTRUCTIONS TO BIDDERS (ITB)
28th December, 2016**

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DISCLAIMER

The information carried in this Request for Qualification Cum Request for Proposal (RfQ cum RfP) document or subsequently provided information whether verbally or in documentary form by or on behalf of Moradabad Municipal Corporation (**MMC/Authority**), other local agencies, Government of Uttar Pradesh (**GoUP**) or any of their employees or advisors/ *consultants* is provided to Bidders on the terms and conditions set out in this RfQ cum RfP document and any other terms and conditions subject to which such information is provided.

This RfQ cum RfP is not an agreement and is neither an offer nor invitation by MMC to the prospective Bidders or any other person. The purpose of this RfQ cum RfP is to provide interested parties with information that may be useful to them in the formulation of their proposal for selection pursuant to this RfQ cum RfP. This RfQ cum RfP includes statements, which reflect various assumptions and assessments arrived at by MMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RfQ cum RfP may not be appropriate for all persons, and it is not possible for MMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfQ cum RfP. The assumptions, assessments, statements and information contained in this RfQ cum RfP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfQ cum RfP and obtain independent advice from appropriate sources.

Information provided in this RfQ cum RfP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute,



rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfQ cum RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfQ cum RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfQ cum RfP or arising in any way with selection of the Bidder during the Bidding Process.

MMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfQ cum RfP.

MMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RfQ cum RfP.

The issue of this RfQ cum RfP does not imply that MMC is bound to select and short-list pre-qualified Bidders for Bid Stage or to appoint the Successful Bidder as Concessionaire, as the case may be, for the Project and MMC reserves the right to reject all or any of the Proposals or Bids without assigning any reasons whatsoever.

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

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Abbreviations

COD	Commercial Operation Date
EMD	Earnest Money Deposit
GoI	Government of India
GoUP	Government of Uttar Pradesh
Ha.	Hectare or Hectares
MMC	Moradabad Municipal Corporation
LCM	Lead Consortium Member
LOI	Letter of Intent
LOA	Letter of Award
MOU	Memorandum of Understanding
RfQ cum RfP	Request for Qualification cum Request for Proposal
SPV	Special Purpose Vehicle

Definitions

"Act" shall mean Companies Act, 1956 or Companies Act, 2013, as may be applicable.

"Associate" For a Bidder or a Consortium Member, only that entity would be an "Associate" who controls and is controlled by or is under the common control with such Bidder/Consortium Member.

"Bid Document" shall mean any document issued by Moradabad Municipal Corporation (MMC) as part of the Bid Process.

"Bid Process" shall mean various activities taken up by MMC leading up to the selection of the Successful Bidder.

"Bidder(s)" shall mean an entity or consortium of entities that has submitted a Proposal in response to this RfQ cum RfP Document.

"Bid Validity Period" shall mean the period stipulated in Clause 2.13 of Section 2 of this RfQ cum RfP Document, for which the Proposal submitted is valid.

"Bank" shall mean any Nationalized Bank and/or Indian Scheduled Commercial Bank.

"Competent Authority" shall mean bid evaluation committee or any such authority formed for the purpose of evaluation of the Bids received from the Bidders.

"Concession Period" shall mean the retention period to set up and operate the Modern Slaughterhouse at Village Dhimre, Moradabad, Uttar Pradesh on DBFOT basis as per the specifications approved by MMC before it is transferred back to MMC and more fully defined in Clause 1.1A.

"Consortium" shall mean group of entities that have jointly submitted the Proposal for the Project.

"Consortium Member" Each entity in the Consortium shall be referred to as a Consortium Member.

"Earnest Money Deposit or Bid Security" shall have the meaning as referred to in Section 5.7 of this document.



“Financial Bid / Financial Proposal” shall mean the information submitted as per Appendix 13 of this document.

“Good Industry Practice” shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.

“Lead Member / Lead Consortium Member (LCM)” In case of a Consortium, the Lead Member / Lead Consortium Member (LCM) shall be that Consortium Member vested with the prime responsibility of developing the Project and holding not less than 51% stake in the Consortium.

“Letter of Acceptance” shall have a meaning as referred in Appendix 10 of this Document. It means Letter submitted by the Bidder accepting the Award or Intention to Award the Project to the Bidder.

“Letter of Commitment” shall have a meaning as referred in Appendix 11 of this Document.

“Project” shall mean Design, Build, Finance, Operation and Transfer Modern Slaughterhouse at Village Dhimre, Moradabad, Uttar Pradesh.

“Project Site” shall mean the area as given in Clause 1.1.

“Proposal” shall mean the Techno Commercial (Envelope A) as well as Financial Proposal (Envelope B) to be submitted by the Bidders in response to this RfQ cum RfP.

“Proposal Due Date” shall have the same meaning as referred to in Clause 2.16 of this Document.

“Responsiveness / Non-responsive” shall mean as referred in Clause 2.24 of this document.

“Request for Qualification cum Request for Proposal” shall mean this document inviting the submission of “Proposal” to Design, Build, Finance, Operate and Transfer Modern Slaughterhouse at Village Dhimre, Moradabad, Uttar Pradesh.

“Selection Process” shall have the same meaning as the 'Bid Process'.



"Subsidiary" Subsidiary / subsidiaries, in case Bidder is a company or Consortium of companies, shall mean only those entities in which the Bidder/ Consortium Member" hold(s) more than 50% of the voting securities directly and have management control.

"Successful Bidder" shall mean the Bidder who has been issued Letter of Intent and Letter of Award by MMC indicating him as the Successful Bidder.

Request for Qualification Cum Request for Proposal (RfQ cum RfP)
Moradabad Municipal Corporation (MMC/AUTHORITY)

1. INTRODUCTION

1.1 PROJECT BACKGROUND & INTRODUCTION

The Moradabad Municipal Corporation (referred to as **MMC/Authority**) intends to develop a modern slaughterhouse at Village Dhimre, Moradabad, Uttar Pradesh on Design-Build-Finance-Operate-Transfer (**DBFOT**) basis, on the vacant land details of which are provided herein below.

A. DETAILS OF THE PROJECT

Brief component particulars of the Project are as provided in **Appendix 15** which shall form an integral part of the Project and have been more elaborately discussed in the Detailed Project Report (**DPR**) as prepared by the consultants to the MMC. A copy of the DPR may be procured by the interested Bidders from the office of the MMC.

The Firm must be interested in both constructing the Modern Slaughterhouse and operating it, to carry out slaughtering of animals for and on behalf of MMC and also for Bidder's captive consumption. The Project envisages two shifts operation of eight hours each, the morning shift/first shift shall be dedicated exclusively to MMC purposes to discharge the obligations of the MMC, and the second shift shall be for the self/commercial use of the Bidder. The Project is proposed to be given to the Bidder for setting up and operating the facilities thereon for a fixed period of 20 (twenty) years including construction period starting from the Commencement Date (**Concession Period**).



B. DEVELOPMENT MODE

The Project is proposed to be developed on Design, Build, Finance, Operate and Transfer Basis (**DBFOT**) under Public Private Partnership Mode.

C. CONCESSIONAIRE

Bidder would be responsible for designing, financing, constructing, operating & maintaining the Project facility for the entire Concession Period. At the end of Concession Period the Project Site and the entire facility thereon as developed by the Bidder shall be transferred back without any encumbrance and at NIL cost to MMC. The Bidder shall never own the Project and/or Project Site and shall only be given the Concession to set up the Project and consequent thereto right to recover its investments in the Project making it fully functional and operating and maintaining it during the Concession Period.

D. FACILITY

Bidder is required to provide a state-of the-art facility that would give guaranteed, smooth & trouble-free performance of the Project over the entire Concession Period and beyond for handing back the Facility to the MMC in good operable condition.

E. CONFORMATION WITH BYE LAWS

Bidder shall ensure that the design of entire facility of the Project conforms to the provisions of concerned development authorities, Bye-laws, requirements of all statutory/regulatory bodies in respect of sewage discharge, pollution control, fire hazard, ventilation & lighting requirement, safety and security of men and material, evacuation, alarm etc during any disaster.

F. PROJECT APPROVALS

Bidder will be responsible to obtain all approvals from local bodies, statutory & regulatory authorities in respect of building plan of the Project and/or its facilities to be constructed by it.

G. SCOPE OF WORK

The scope of work of the Successful Bidder as per the DPR will broadly include the following:

- i. construction of modern slaughterhouse with the capacity of slaughtering upto 600 buffaloes and upto 1200 goat / sheep per day on turn key basis in two shifts of 8 hours each. The first shift of 300 buffaloes and 600 goat/ sheep will be meant for the service of the public for the

consumption in Moradabad and in nearby towns at the prescribed slaughtering rates of MMC from time to time while the second shift of same number of buffaloes and goat/ sheep will be used by the Successful Bidder for its commercial purpose, so that the establishment of Modern Slaughterhouse is an economically viable proposition;

Brief breakup of the Animals to be slaughtered using the Project facility is as below:

S. No.	Species	Per Shift	Proposed Capacity	
			Per Day	Per Annum
1	Buffalo	300	600	180000
2	Goat/sheep (Halal)	400	800	240000
3	Goat/sheep (Jhatka)	200	400	120000

- ii. construction of Effluent Treatment Plant of 300 KLD minimum capacity and Rendering-cum-Carcass Utilization plant of minimum 150 tons capacity per day including the meat processing/packaging plant. The rendering plant shall incorporate dry rendering process (DRP) in order to minimize the discharge of contaminating waste materials in the environment;
- iii. installation of Plant and Machinery as per the requirements given under DPR and shall be as per suggested specifications of MMC;
- iv. Installation of civil, mechanical and electrical items;
- v. Electrical and plumbing works including water distribution lines and sanitary works, LT & HT cables, DG sets and all other ancillary accessories;
- vi. installation of cold and hot water supply system and electrical supply system of the required load, etc.;
- vii. commissioning the Project;
- viii. operation and maintenance of the Project facility as per the specified terms and conditions thereof under the Concession Agreement and handing it back to the MMC at the end of the Concession Period with no encumbrance thereon.

H. CONSTRUCTION, OPERATION, MAINTENANCE AND MANAGEMENT OF MODERN SLAUGHTERHOUSE

The detailed design and construction for the proposed Project has to be in accordance with the approved conceptual plans. It is estimated that the construction of the Project is to be completed in a maximum time frame of 24 months from the Commencement Date as defined in the Concession Agreement. The Bidder shall do its best to set up the Project in terms of the technical specifications provided in the DPR which have been approved by MMC and must be treated as benchmark specifications for the Project. Anything below the Prescribed Technical Specifications shall not be accepted and Bidder shall be bound to make the necessary changes in the same as per the requirements of the MMC. The Successful Bidder can however improve upon those specifications while setting up the Project and set up the Project in the manner as provided in the Concession Agreement.

I. MAINTENANCE, MANAGEMENT AND OPERATION OF THE FACILITIES OF THE PROJECT

During the operation and maintenance period, the Bidder will take care of maintenance and operation of various facilities. The Bidder shall be responsible for the operation as well as maintenance of the Project at all time during the Concession Period in accordance with the terms of the Concession Agreement to be entered into between the Successful Bidder and MMC in the manner provided by MMC as part of the Project Documents pursuant hereto.

J. USER FEE/ SLAUGHTERING CHARGES

The Bidder shall realize the slaughter charges from the butchers who bring in their animals for slaughtering for hygienic production of wholesome meat for consumption in the city. The slaughter charges for each animal shall be proposed by the Bidder and shall be subject to the approval of the MMC from time to time. The slaughter charges for the animals slaughtered in the first shift will be collected by the Bidder as a routine of its daily operations. MMC may prescribe a license fee per Animal to be payable by the Bidder from out of the slaughter charges and the same shall be deposited by the Bidder with the MMC /any of its authorized representative either on a daily or weekly basis in the manner as may be decided by MMC.

K. ANNUAL TAXES, FEE, RATES & DUTIES

The Bidder shall bear / pay all applicable taxes, fees, rates and duties.



L. PROJECT COST

The Project Cost does not include the cost of land, however, it does include the cost of land development and construction of approach road, electricity line from nearby pole the cost of which will be borne by MMC from its various schemes. The assessment of actual costs, however, will have to be made by the Bidders.

M. MFPI GRANT

The Bidder, after selection, may approach the Ministry of Food Processing Industry (**MFPI**), Government of India (GoI) to avail any grant that may be available for the Project subject to the condition that it meets the MFPI guidelines (Operational Guidelines for The Scheme of Modernization of Abattoirs) prevailing at the time for approval and release of the MFPI grant. MMC does not guarantee the MFPI approval or disbursement of the grant, however, all required assistance shall be extended by MMC to the Successful Bidder (Concessionaire) for the MFPI grant approval and its disbursement.

N. PROJECT COST

The Project Cost shall be arranged by the Successful Bidder from its own resources or through Bank Finance.

O. ANNUITY

The Bidder shall pay to MMC an annuity amount of Rs. 1,40,22,450/- (Rupees One Crore Forty Lacs Twenty Two Thousand and Four Hundred Fifty only) to be enhanced by an inflation adjustment factor of 10% after every three years (**Annuity**) starting from the date of handing over of the Site to the Successful Bidder (**Commencement Date** as defined in the Concession Agreement) and until the expiry/termination of the Concession Period, more elaborately described in the Concession Agreement. However, during the construction period i.e. the first two years from the Commencement Date, the Bidder shall be liable to pay only half of the Annuity amount as fixed by the MMC that is Rs. 70,11,225/- (Rupees Seventy Lakhs Eleven Thousand Two Hundred and Twenty Five only), and from third year onwards, the Bidder shall be liable to pay the entire Annuity amount as may be due and payable every year, whether or not the COD is achieved. The Annuity shall be payable in advance at the beginning of each year.

P. FINANCIAL PROPOSAL/BIDDING CRITERIA

The 'bid variable' for the Project is the maximum premium amount quoted by the Bidder, payable in advance in five equal annual installments of the amount quoted (**Premium**) starting from the COD of the Project. The format of the



financial proposal is annexed hereto as **Appendix-13**. Bidder quoting the highest premium (**Premium**) shall be the Successful Bidder, subject to its qualifying the technical criteria as laid down herein. The reserved Premium amount fixed for the Project is INR 5,00,00,000/- (Indian Rupees Five Crore Only) (**Reserved Premium Price**). Bidder quoting over and above the Reserved Premium Price shall only be considered for the purpose of evaluation of the Financial Proposals of the Bidders. The Premium installments shall be paid by way of demand draft only which shall be made in favour of Moradabad Municipal Corporation, payable at Moradabad, drawn on any scheduled bank. The Bidder shall secure the payment of each Premium installment by way of submitting a bank guarantee of an amount of 125% of the Premium installment due for the year as per the format enclosed as **Appendix 16**. To secure the Premium installment of each year after the COD, the Bidder shall furnish the bank guarantee before signing of the Concession Agreement within 15 days of issue of Letter of Award and will ensure its validity at all time until the entire Premium amount is paid by the Bidder to MMC. In case of failure of the Bidder to pay any Premium installment, the MMC shall be entitled to invoke the bank guarantee and get itself compensated for the amount of Premium installment due alongwith any other interest or payment due from the Bidder. In case of such invocation of the bank guarantee, the Bidder shall immediately replenish the bank guarantee to its required amount and shall be obliged keep it valid at all the time until the payment of the entire Premium amount. In case of failure of the Bidder to submit the bank guarantee beyond a period of 5 working days from the date of invocation of the bank guarantee, the same shall be treated as Concessionaire Event of Default under the Concession Agreement and shall be dealt with accordingly.

Q. IN CASE OF TIE OF FINANCIAL PROPOSAL

In case of a tie in the Financial Proposal, the Bidders involved in tie shall be asked to re-submit their Financial Proposals on the spot through their respective authorized representatives, who shall have the authority to take such decision. In case of a tie again upon resubmission of the Financial Proposals, the Bidder will be selected through a draw system in the presence of Municipal Commissioner, Moradabad, authorized representatives of the respective Bidders who have a tie and the consultants to MMC for this Project.

1.2 BRIEF DESCRIPTION OF THE BIDDING PROCESS



MMC invites Request for Qualification cum Request for Proposal (**RfQ cum RfP**) from interested parties to participate in the bidding process. The Proposals of only competent Bidders, who satisfy the eligibility criteria prescribed in this document and who furnish the details as per the terms and conditions stated in this document, shall be opened for the purpose of selecting the Successful Bidder for the Project.

MMC intends to follow a **SINGLE STAGE** (two envelopes) bidding process for selection of the Bidder for the Project comprising a Technical Qualification Stage (**Envelope A**) and a Financial Proposal Stage (**Envelope B**). Below are the brief highlights of the process:

- a) Queries with respect to the Project may be sent to MMC through email at the address provided in this RfQ cum RfP document by the date prescribed therefor in the Schedule of Bidding Process. A copy of the same can also be marked to abacus@del2.vsnl.net.in
- b) During the Bidding Process, Bidders would be required to furnish the information specified in this RfQ cum RfP Document.
- c) This RfQ cum RfP deals with both the first stage (Qualification Stage) and second stage (Financial Proposal Stage). However, Financial Proposals of only those Bidders shall be opened who are found to qualify the Qualification criteria.
- d) During the RfQ cum RfP Stage, Bidders would be expected to examine the Project in detail, and to carry out such studies as they deem fit to submit Proposals for the implementation of the Project.
- e) The Project would be awarded to the Successful Bidder after evaluating the Proposals on the basis of the bidding criteria specified in this RfQ cum RfP document for the Project.
- f) This RfQ cum RfP document contains the required details of the process to be followed during the entire Bidding Process.

2. SELECTION PROCESS AND INSTRUCTIONS TO BIDDERS

2.1 Scope of Proposal

2.1.1 MMC wishes to receive Proposals from experienced and capable Bidders in respect of the Project.



2.1.2 The Financial Proposals of only those Bidders shall be opened who qualify the technical and financial eligibility criteria as laid down herein.

2.2 Eligible Bidders

2.2.1 The Bidder may be a single entity, whether sole proprietorship or partnership firm or a company duly registered under the Companies Act or a group of maximum 2 (two) such entities (hereinafter referred to as **Consortium**), coming together to implement the Project. The term Bidder used hereinafter would therefore apply to both a single entity and/or a Consortium. The selected Bidder shall form a Special Purpose Vehicle (hereinafter **SPV**) with shareholding commitment(s) as stipulated in this document, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Bidder.

2.2.2 The Bidder shall submit a Power of Attorney as per the format enclosed at **Appendix 1A**, authorizing the signatory of the Proposal to commit the Bidder.

2.2.3 Proposals submitted by a Consortium shall comply with the following additional requirements:

- a. Number of members in a Consortium would be limited to maximum of 2 (two);
- b. The Proposal must contain the information required for each member of the Consortium.
- c. An individual Bidder cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project; an undertaking towards this end needs to be submitted by all members.
- d. Members of the Consortium shall nominate one of the members of the Consortium as the Lead Member. The nomination shall be supported by a Power of Attorney as per the format enclosed at **Appendix 1B**
- e. Members of the Consortium shall enter into a Memorandum of Understanding (MOU)/Joint Bidding Agreement as per the format enclosed at **Appendix 9** and get it duly notarized for the purpose of making the Proposal and submitting the same. The MOU shall, inter alia:

- i. Convey the intent to form a Special Purpose Vehicle (hereinafter **SPV**) with shareholding commitment(s) as stipulated in this document, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Bidder.
 - ii. Clearly outline the proposed roles and responsibilities of each member at each stage,
 - iii. Commit the minimum equity stake as stipulated,
 - iv. Include a statement to the effect that both the members of the Consortium shall be liable jointly and severally for the execution of the Project in accordance with the terms of the Concession Agreement and;
 - v. Include a commitment that no member of the Consortium shall divest/transfer its Interest or any part thereof in the Concessionaire for a period of two (2) years from the Commercial Operation Date of the Project (**Lock In Period**) as defined in the Concession Agreement.
- f. Further, in case of Consortium:
- i. the Lead Member shall hold at least 51% share in the shareholding of the SPV at all time during the Concession Period.
 - ii. The Technical Member meeting the technical requirements shall also hold a minimum of 26% in the shareholding at all time during the Concession Period.
 - iii. Where the Technical Member is also the Lead Member it is required to hold a minimum of 51% shares in the shareholding of the Consortium at all time during the Concession Period
- g. In case of a sole Bidder, the Bidder shall hold entire 100% of the shareholding of the SPV at all time until the completion of the Lock in Period and at least 51% at all time during the remaining Concession Period.

2.2.4 Notwithstanding anything stated elsewhere in this document, MMC shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to MMC. Bidder may be disqualified if it is

determined by MMC, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Eligibility Criteria. Supplementary information or documentations may be sought from Bidders at any time and must be so provided within a reasonable time frame as stipulated by MMC.

2.2.5 Any entity which has been barred or disqualified either by GOI or GoUP or any of their Departments or agencies from participating in projects (BOT or otherwise) and such disqualification subsists as on the Proposal Due Date, would not be eligible to submit a Proposal, either individually or as member of a Consortium. Bidder is required to submit an affidavit to this effect.

2.3 Changes in Consortium Composition

After selection, no change in the composition of the Consortium shall be accepted.

2.4 Number of Proposals

Each Bidder shall submit only one (1) Proposal in response to this RfQ cum RfP. Any Bidder, who submits or participates in more than one Proposal will be disqualified from all its bids and will also cause the disqualification of the Consortiums / Bidder of which it is a member, as the case may be.

2.5 Proposal Preparation Cost

The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the Selection Process. MMC will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Project Inspection and Site Visit

2.6.1 It is advised that each Bidder submits its Proposal after inspecting the Site; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.

2.6.2 Site visit may be facilitated by MMC. A prospective Bidder may notify MMC in writing 3 days prior to its planned visit. MMC would endeavor to facilitate the Site visit depending upon the availability of the concerned officials.

2.6.3 It would be deemed that by submitting the Proposal, Bidder has:

- (a) Made a complete and careful examination of the RfQ cum RfP Document and
- (b) Received all relevant information requested from MMC.

2.6.4 MMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.7 Right to Accept or Reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RfQ cum RfP, MMC reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

2.7.2 MMC reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. Such misrepresentation / improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified /rejected.

2.8 Contents of RFQ cum RFP

The RfQ cum RfP Document comprises the contents as given in the Table of Contents and would additionally include any Addenda issued in accordance with the provisions of this Document.

2.9 Clarifications

Interested parties may address their queries relating to the RfQ cum RfP by email only at moradabadnagarnigam@gmail.com with a mandatory copy to consultants at abacus@del2.vsnl.net.in. The queries should reach the above latest by the time and date as mentioned in the Schedule of Bidding Process. MMC would endeavor to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be sent by fax/ email and shall also be uploaded on the website of MMC and of the consultants.

2.10 Amendment of RfQ cum RfP

2.10.1 At any time prior to the deadline for submission of Proposal, MMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RfQ cum RfP Document by the issuance of an Addendum.

2.10.2 Any Addendum thus issued will be uploaded on the website of MMC i.e. www.moradabadnagarnigam.in as well as that of the Consultant i.e. www.abacuslegalgroup.net.

2.11 Language

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language duly certified appropriately for their true translation. Supporting materials, which are not translated into English, may not be considered for evaluation purposes. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.12 Currency

The currency for the purpose of the Proposal shall be the Indian Rupee (INR/Rs.).

2.13 Validity of Proposal

Proposals shall remain valid for a period of not less than 180 days from the Proposal Due Date. MMC reserves the right to reject any Proposal, which does not meet this requirement.

2.14 Format and Signing of Proposal

2.14.1 The Bidder would provide all the information as per this RfQ cum RfP. MMC would evaluate only those Proposals that are received in the required format and are complete in all respects.

2.14.2 The Bidder shall prepare one original of the documents comprising the Proposal and forming part of Envelope A and clearly marked "**ORIGINAL**". In addition, the Bidder shall make one copy of the Proposal of documents forming

part of Envelope A, clearly marked "**COPY**". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.14.3 The Proposal and its copy shall be typed or written in indelible ink and each page shall be initialed and stamped by the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

2.15 Sealing and Marking of Proposals

2.15.1 The First Envelop should be marked as **Envelop A** (original and copy) and shall contain

- a. Power of Attorney for the signing authority as per the format enclosed at **Appendix 1A**; alongwith Power of Attorney for the Lead member of the Consortium as per the format enclosed at **Appendix 1B**, in case of Consortium;
- b. Bidder details (**Appendix 2**)
- c. Proposal in the prescribed format (**Appendix 3**) along with supporting documents;
- d. Completed Format for Experience as in **Appendix 4** (BRS 1 to 2), along with supporting documents.
- e. Completed Format for Financial Capability Evaluation as in **Appendix 5** (BRS 3 to 4) and **Appendix 6**, along with supporting documents.
- f. Format of Anti Collusion Certificate as in **Appendix 7**.
- g. Format for Project Undertaking as in **Appendix 8A**.
- h. In case of a Consortium, an undertaking from each member of Consortium certifying that it is an exclusive member of that particular consortium alone and not a member of any other consortium nor an independent Bidder, bidding for this Project and has submitted only one (1) Proposal in response to this RfQ cum RfP. (**Appendix 8B**)
- i. MOU/Joint Bidding Agreement in case of a Consortium (**Appendix 9**);
- j. Letter of Acceptance as per **Appendix-10**
- k. Letter of Commitment as per **Appendix-11**
- l. Earnest Money Deposit as per **Appendix 12**
- m. Bid Processing Fee as per Clause 2.15.3 below
- n. A duly initialed and sealed copy of the entire RfQ cum RfP document including the Concession Agreement indicating acceptance of the terms thereof.

2.15.2 The second Envelop should be marked as **Envelop B** and shall include Financial Proposal as per **Appendix-13**.

The Bidder shall seal both Envelope A and Envelope B in an outer envelope superscribing **'PROPOSAL FOR DEVELOPMENT OF MODERN SLAUGHTERHOUSE AT VILLAGE DHIMRE, MORADABAD, UTTAR PRADESH'** and shall also mention the name(s) of the Bidder/Consortium Members.

2.15.3 The Bidder shall also enclose in a separate envelope, enclosed in the outer envelope, a demand draft of **Rs 10,000/-** (Rupees Ten Thousand Only), in favour of Moradabad Municipal Corporation, payable at Moradabad, drawn on any scheduled bank towards non refundable Bid Processing Fee. Proposals unaccompanied by Bid Processing Fee will not be considered for evaluation and short-listing.

2.15.4 The envelope shall be addressed to:

Municipal Commissioner,
Moradabad Municipal Corporation
Townhall, Moradabad, UTTAR PRADESH
Tele: (O) 0591-2315682, 2320160
FAX: 0591-2315682
Email: moradabadnagarnigam@gmail.com
Website: www.moradabadnagarnigam.in

2.15.5 If the envelope is not sealed and marked as instructed above, MMC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.16 Proposal Due Date

Proposals should be submitted before 1600 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, at the address provided above in the Schedule of Bidding Process, in the manner and form as detailed in this RfQ cum RfP. Proposals submitted either by facsimile transmission, telex or e-mail will not be considered for evaluation and short listing. However MMC reserves the right to extend the Proposal Due Date and Time, at any time prior to opening of the Proposals; in such cases the Proposals received prior to such extension shall not be opened. Further if the RfQ cum RfP document is materially modified along/during such extended period, the Proposals received prior to extension shall be returned to the Bidders and appropriate time shall be allowed for resubmission of the Proposals.

2.17 Late Proposals

Proposals received after the Proposal Due Date and Time mentioned above, unless postponed by MMC, shall not be considered.

2.18 Modifications/ Substitution/ Withdrawal of Proposals

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by MMC before the opening of the Financial Proposal i.e. Envelope B. No Proposal shall be modified or substituted or withdrawn by the Bidder after the opening of Financial Proposal.

2.19 Evaluation of Proposals - Due Date

MMC would open the Proposals on the date, venue and time as mentioned in the Schedule of Bidding Process.

2.20 Evaluation of Proposals - Criteria

MMC would exhaustively examine and evaluate Proposals in accordance with the criteria set out in Section 3 anytime after the Proposal Due Date.

2.21 Evaluation of Proposals - Supporting Documents

While evaluating the documents, MMC reserves the right to call for supporting documentation to verify the data provided by Bidders, at any time during the Bidding Process. The Bidder in such cases would need to provide the requested clarification / documents promptly and within the stipulated time, as may be prescribed by MMC, failing which the Bidder is liable to be disqualified at any stage of the Bidding Process.

2.22 Evaluation of Proposals - Right to Reject

MMC reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or uncovered; or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposals.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. MMC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. MMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

2.24 Tests of responsiveness

2.24.1 Prior to evaluation of Proposals, MMC will determine whether each Proposal is responsive to the requirements of the RfQ cum RfP. A Proposal shall be considered responsive if the Proposal:

- a) is received by the Proposal Due Date and Time (Clause 2.16) including any extension thereof pursuant to Clause 2.17
- b) is accompanied by the letter of intent, if applicable, (to form a Consortium and submission of MOU duly supported by Board resolution and charter documents before the RfQ cum RfP submission deadline).
- c) contains information required as per Appendix 3, Appendix 4 (BRS 1 to 2), Appendix 5 (BRS 3 to 4) and Appendix 6.
- d) is accompanied by a valid Demand Draft of Rs 10,000/- (Rupees Ten Thousand Only) towards Bid Processing Fee as specified in Clause 2.15.3. MMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MMC in respect of such Proposals.

2.25 Clarifications

To facilitate evaluation of Proposals, MMC may at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

2.26 Qualification and Notification

After the evaluation of Proposals, MMC would announce a list of shortlisted Bidders who meet the Qualification Criteria. The notice of shortlisted Bidders shall be sent to each of the shortlisted Bidder. This would be followed by the

opening of Financial Proposals of the shortlisted Bidders on a date to be notified at the time of intimation of the shortlisted Bidders.

2.27 Schedule of Bidding Process

MMC shall endeavor to adhere to the following schedule:

Schedule of Bidding Process

S. No.	Milestone	Date
1.	ISSUANCE OF TENDER DOCUMENT	28.12.2016
2.	LAST DATE FOR RECEIVING QUERIES	05.01.2017
3.	REPLY TO QUERIES LATEST BY	13.01.2017
4.	LAST DATE FOR SUBMISSION OF PROPOSALS (PROPOSAL DUE DATE) At the office of Nagar Nigam, Townhall, Moradabad Upto: 1600 Hours	28.01.2017
5.	OPENING OF ENVELOPE "A" (Before Sachiv, Nagar Vikas, Bapu Bhavan, 8 th Floor, Lucknow, Uttar Pradesh	29.01.2017
6.	OPENING OF ENVELOPE "B"	29.01.2017

3 CRITERIA FOR EVALUATION

3.1 Evaluation Parameters

The Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Technical Experience in terms of Turnover from the Eligible Projects
- (b) Financial capability factor, in terms of Net worth

On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed herein. Bidders meeting all the criteria only will be qualified for further evaluation of the Proposal.

3.2 Eligible Experience

Technical Experience

- a) For the purpose of this RfQ cum RfP, the Bidder should have a minimum cumulative Turnover of Rs. 68.46 Crores in last three years from developing/operating Eligible Projects of value not less than Rs. 68.46 Lacs each, subject to a minimum turnover of 25% being derived from the slaughtering and/or meat processing sector. "Eligible Project" worth less than Rs. 68.46 Lacs shall not be considered for the purpose of evaluation under this Clause.

"Eligible Projects" for the purpose of the above would be deemed to include any of the following: construction/development, operation and maintenance of (i) modern slaughterhouse of at least two species, (ii) rendering plant, (iii) Effluent Treatment Plant (ETP), (iv) fruits and vegetables processing plant and cold storages (v) processing plant for meat, meat products (vi) processing plant for fish and fish products (vii) milk processing, packaging and dairy product plant (viii) any food park or food processing park duly approved by the Ministry of Food Processing & Industries, Government of India or any State government or Union Territory (i) waste management system (both solid and liquid), (x) development of integrated township whether or not part of a special economic zone etc. undertaken by the Bidder.

- b) Experience as a Consortium Member will be considered in proportion to the equity holding in the project at the time of execution /construction of the project. Documentary evidence in the form of a CA certificate in original (Appendix 4) must be submitted along with the Proposal. In case of Consortium the Lead Member must have the minimum turnover of 25% from the slaughtering and/or meat processing sector for the purpose of Clause 3.2(a).
- c) A certificate from the appropriate authorities of respective clients needs to be submitted in support of the above in case of completed projects.

- d) All relevant pages of the contract agreement in projects which are awarded and under execution as per clause 3.2 (a) need to be provided. Relevant pages shall mean the preamble of contract agreement detailing the Parties and the last pages detailing the signatories.
- e) A copy of the Work Order/Letter of Award in cases where the work has been awarded within three months before the RfQ cum RfP Proposal Due Date needs to be provided.

3.3 Details of Experience

The Bidder shall furnish details of technical experience as on the date of submission of RfQ cum RfP as per **Appendix 4**, Bid Response Sheet No. 1. The Bidder must provide the necessary project specific information as per **Appendix 4**, Bid Response Sheet No. 2.

3.4 Financial Capability

The financial capability of the Bidder / Consortium will be evaluated on the basis of Net Worth.

The Bidder needs to provide information regarding the above based on audited annual accounts.

The Proposal must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder (of each member in case of a Consortium) as per **Appendix 5** for the last three (3) Financial Years.

3.5 Evaluation Criteria for Financial Capability

For the purpose of Qualification, the Bidder needs to demonstrate the Threshold Financial Capability measured on the following criteria:

1. Minimum Net worth of **Rs. 8.55 Crores** as on 31st March 2016 as certified by Chartered Accountant.

3.6 Special Conditions for a Consortium

In case the Bidder is a Consortium, turnover and net worth would be taken as an arithmetic sum of net worth and turnover of each member of the Consortium, calculated in the ratio of their stake in the Consortium/JV. The Consortium would be required to meet the threshold criteria on the basis of aggregate figures subject to provisions of this Clause.



3.7 Evaluation methodology

3.7.1 The technical and financial capacity of the Bidder will be evaluated as per the criterias as mentioned above and all the Bidders meeting the criterias as prescribed above shall be qualified for the purpose of opening their Financial Proposals.

3.7.2 For evaluation of technical experience as per clause 3.2 and of financial capability as per clause 3.5, the financial and technical capabilities of the group companies/associates shall also be considered. For these purposes group companies/associates shall mean a person who controls and is controlled by or is under the common control with such Bidder/Consortium Member applying for the Project. As used in this definition, the expression 'control' means, with respect to a person, which is a company or corporation, the ownership, directly or indirectly of more than 50% of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such a person, whether by operation of law or by contract or otherwise".

3.7.3 In case the Bidder claims the technical and/or financial capacity of its group companies/associates, the Bidder shall necessarily submit documentary evidence in proof of such claims. Such documentary evidence shall consist of CA certificate to support such capacity and also to establish requisite "control" relationship as defined in 3.7.2 above.

3.8 Evaluation of Financial Proposal (Assessment of Envelope B)

Financial Proposal of only those Bidders who meet the technical and financial criterias as laid down above and forming part of Envelop A would be evaluated. The evaluation criteria for assessment of the Financial Proposals are described in Section 4 of this RfQ cum RfP. In case of ambiguity between the amount in words and figures the former shall prevail.

4 METHODOLOGY & CRITERIA FOR EVALUATION OF FINANCIAL PROPOSAL (ENVELOP B)

4.1 Financial Proposal Evaluation

a. This part of the RfQ cum RfP provides information on the methodology that will be used to evaluate the Financial Proposals received.



- b. The Project will be awarded to such eligible Bidder, who submits a responsive Bid and offers to enter into a formal Concession Agreement on the best financial terms with MMC.
- c. This RfQ cum RfP Document stipulates the minimum qualification for the Project. This RfQ cum RfP document may be amended or technical and financial parameters of the Project may be changed by MMC by issue of an Addendum. Such an Addendum will form part of this RfQ cum RfP document and would be common for all the Bidders. MMC reserves the right to reject the Proposals, which do not conform to the provisions stipulated in the RfQ cum RfP Document.
- d. Financial Proposal of only those Bidders who qualify the technical and financial criterias after evaluation of Envelope A, would be opened and evaluated. The Financial Proposals of the non-responsive Bidders would be returned to the respective Bidders unopened.
- e. MMC shall evaluate and submit its recommendations to the competent authority.

4.1.1 Responsiveness of Financial Proposal

- a. MMC will open Envelope 'B' of only those Bidders who have qualified the technical and financial criterias as laid down herein. Any bid containing caveats/deviations from RfQ cum RfP Document is liable to be rejected by MMC.
- b. Bidders shall be ranked as per the highest Premium quoted by the Bidders. The proposal of the Bidder quoting the highest Premium shall be considered as the proposal having highest financial score which would be the sole criterion for award of the Project.

The proposal with highest financial score would be ranked first.

4.1.2 Determination of Preferred Bidder

- a. MMC shall issue a Letter of Intent to the Successful Bidder after obtaining approval from the Competent Authority which needs to be accepted by the Bidder within 7 days of issuance of Letter of Intent.
- b. MMC shall issue a Letter of Award (LOA), after getting the approval of the Competent Authority, to the Successful Bidder within 7 days of acceptance of LOI by MMC.

- c. The Successful Bidder shall enter into the Concession Agreement with MMC through the SPV to be formed for the implementation of the Project within 30 days of issuance of LOA.
- d. The Successful Bidder shall be required to give performance security and submit the bank guarantee to secure the first Premium installment before signing of the Concession Agreement within 15 days of issue of Letter of Award. If the Successful Bidder fails in entering into the Concession Agreement as required without giving the required clarifications to the satisfaction of MMC, MMC reserves the right to begin negotiations with the next highest ranked Bidder and so on. Apart from this, the Successful Bidder shall also be liable to reimburse to the MMC an amount of INR 18, 50,000/- plus Service Tax towards consultancy fee paid by the MMC to the consultants to the Project for selection of the Successful Bidder.
- e. MMC also reserves the right to reject any Proposal if:
- i. At any time, a material misrepresentation is made or uncovered, or
 - ii. The Bidder does not respond promptly and thoroughly to the requests for supplementary information required for evaluation of the Proposal.
 - iii. The Proposal deviates from the commercial parameters of RfQ cum RfP Documents.

5. GENERAL PROVISIONS

5.1 Prohibition against Collusion with other Bidder

Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through consultation, collusion, or understanding with any other prospective Bidder for the purpose of restricting competition shall be deemed to be invalid and the Bidder shall lose its Earnest Money Deposit.

5.2 Inducements

Any effort by a Bidder to influence processing of Bids or award decision by MMC or any officer, agent or Advisor thereof may result in the rejection of such Bidder's Bid. In such a rejection of Bid, the Bidder shall lose its Earnest Money Deposit.

5.3 Communication between Bidders and MMC



All communication, unless specified otherwise, on these RfQ cum RfP Documents to MMC shall be addressed to:

Municipal Commissioner,
Moradabad Municipal Corporation
Townhall, Moradabad, UTTAR PRADESH
Tele: (O) 0591-2315682, 2320160
FAX: 0591-2315682
Email: moradabadnagarnigam@gmail.com
Website: www.moradabadnagarnigam.in

All communication to the Bidder shall be sent to the authorized representative & signatory of the Bidders at the addresses mentioned in the covering letters to their respective Proposals, unless MMC is advised otherwise.

5.4 Interpretation of Documents

5.4.1 MMC will have the sole discretion in relation to:

- a. The interpretation of this RfQ cum RfP, the Proposals and any documentation provided in support of the Proposals; and
- b. All decisions in relation to the evaluation and ranking of Proposals, whether or not to request for any clarifications or additional information from Bidder in relation to its Proposal and the selection of the Successful Bidder.

5.4.2 MMC will have no obligation to explain its interpretation of this RfQ cum RfP, the Proposals or their supporting documentation and information or to explain the evaluation process, ranking process or the selection of the Successful Bidder.

5.5 Enquiries concerning the RfQ cum RfP / Draft Concession Agreement

5.5.1 MMC encourages a careful review of these RfQ cum RfP Documents and preparation of the observations/ comments by the Bidder. The Bidder should send their comments in writing.

5.5.2 MMC at its discretion, may respond to inquiries submitted by any Bidder. Such a response will be sent in writing to all the Bidders and will qualify as an "Addendum".

5.5.3 All inquiries should be submitted to the MMC in writing by e-mail to moradabadnagarnigam@gmail.com with a copy marked to abacus@del2.vsnl.net.in.

5.5.4 No interpretation, revision or other communication regarding this solicitation is valid unless in writing and is signed by an officer so designated by the Municipal Commissioner or its duly authorized person. Written copies of MMC responses, including a description of the inquiry but without identifying its source, will be sent to all the Bidders and will qualify as an "Addendum"

5.6 Bid Opening

5.6.1 All Bids received by MMC will remain sealed and unopened in MMC possession until the Proposal Due Date. MMC shall open all Bids, received on or prior to the Proposal Due Date mentioned under Schedule of Bidding Process or on any date as extended by MMC and communicated to the Bidders. The Bids shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Bid Opening shall make entry in the register of attendance maintained by MMC or the Competent Authority to evidence their presence.

5.6.2 The following information will be announced on the Proposal Due Date after the Bid submission and shall be recorded:

- Bidders' names
- Names of Consortium Members

5.6.3 After the Bid Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed.

5.7 Earnest Money Deposit

5.7.1 The Bidder shall submit an Earnest Money Deposit (EMD) for an amount of Rs 3,42,000/- (Rs. Three Lacs Forty Two Thousand only) along with its Proposal.



5.7.2 The Earnest Money Deposit shall be in the form of a Bank Draft/ Bank Guarantee in favour of MMC, payable at Moradabad, Uttar Pradesh, in the format as provided in Appendix 12.

5.7.3 The EMD, if in the form of Bank Guarantee, shall be valid for a minimum period of 180 days more than Bid Validity Period. Upon any extension of the Bid Validity Period, the validity of the EMD shall be accordingly extended by the corresponding period.

5.7.4 MMC shall have the right to reject the Proposal, which does not include the Earnest Money Deposit as "non-responsive" Proposal.

5.7.5 The EMD of unsuccessful Bidders, except the second successful Bidder will be returned within a period of twenty one (21) days from the date of acceptance of Letter of Intent by the Successful Bidder. However, the EMD of second successful Bidder shall be returned on signing of the Concession Agreement by the Successful Bidder.

5.7.6 The EMD of the Successful Bidder shall be returned on submission of Performance Security by the Successful Bidder to MMC as per Clause 5.8 of this RfQ cum RfP Document.

5.7.7 In addition to the above, MMC will promptly release EMD of all the Bidders in the event MMC decides to terminate the Bidding Process.

5.7.8 The EMD shall be forfeited by MMC, in any of the following case:

- a. The Bidder withdraws its bid after the Proposal Due Date
- b. Successful Bidder fails to accept Letter of Intent
- c. Successful Bidder fails to submit the Performance Security
- d. Successful Bidder fails to submit the bank guarantee towards the first Premium installment
- e. Successful Bidder fails to reimburse the Consultant's Fee to the MMC or
- f. Successful Bidder fails to enter into Concession Agreement within the time prescribed.

5.8 Performance Security

5.8.1 The Successful Bidder shall for due and faithful performance of its obligations during the Project implementation and operation until completion, provide to MMC a performance security of an amount, as may be notified in the

LOA, in the form of Bank Guarantee (in the format as prescribed in **Appendix 14**) from SBI or any Nationalized Bank or Indian Scheduled Commercial Bank.

5.8.2 The Performance Security shall be provided within 15 days of issue of Letter of Award by MMC. The Performance Security shall be released to the Successful Bidder as per the provisions of the Concession Agreement.

5.8.3 The Performance Security in the form of bank guarantee shall be renewed every year until it is discharged and released as per the terms of the Concession Agreement. If the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security shall, subject to MMC's right to receive or recover amounts, if any, due from the Concessionaire under the Concession Agreement, be duly discharged and released to the Concessionaire. Upon occurrence of a Concessionaire Event of Default, MMC shall, without prejudice to its other rights and remedies under the Concession Agreement or in law, be entitled to invoke and appropriate the relevant amounts from the Performance Security as Damages for such Concessionaire Event of Default. Upon such invocation and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which MMC shall be entitled to terminate the Concession Agreement in accordance with its terms and conditions.

5.8.4 In case the Successful Bidder fails to furnish the Performance Security within the stipulated time as mentioned herein, the LOA shall stand void and LOI may be issued to the second highest Bidder.

5.9 Sources of Funds

The responsibility to raise funds for the Project would rest solely with the Successful Bidder.

6. FRAUD AND CORRUPT PRACTICES

6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.



- Notwithstanding anything to the contrary contained herein, MMC may reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 6.2 Without prejudice to the rights of MMC under Clause 6.1 hereinabove, if a Bidder is found by MMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by MMC for a period of 2 (two) years from the date such Bidder is found by MMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause 6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of MMC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, 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 MMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of MMC in relation to any matter concerning the Project;

- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by MMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the competent Courts at Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 MMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to MMC by, on behalf of, and/ or in relation to any Bidder; and/ or

- (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

7.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases MMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.



APPENDICES

APPENDIX 1A

Power of Attorney for signing of Proposal & execution of Concession Agreement

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of the Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the "Development of Modern Slaughterhouse at Village Dhimre, Moradabad, Uttar Pradesh", proposed or being developed by Moradabad Municipal Corporation (MMC), Uttar Pradesh, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre bid or other conferences and providing information/ responses to MMC, submission of Bid, representing us in all matters before MMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with MMC in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with MMC.

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

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

For

.....

(Signature, name, designation and address)

Witnesses: 1. (Notarized)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

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



□ *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.*

APPENDIX 1B

Power of Attorney for Lead Member of Consortium

Whereas Moradabad Municipal Corporation (MMC), Uttar Pradesh, has invited proposals from interested parties for the "Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh".

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 Qualification cum Request for Proposal document (**RfQ cum RfP**), bearing No., dated 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, and M/s. having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize from amongst us, 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 any one of us during the Bidding Process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection 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, 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 MMC, 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 MMC.

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

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

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)



Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

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

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.

APPENDIX 2

Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for MMC:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

(f) Email Address

5. In case of a Consortium:

(a) The information above (1-4) needs to be provided for all the Members of the Consortium.

(b) Information regarding the role of each Member needs to be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1			
2			

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

Name of Bidder/ member of Consortium:

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

-
6. A statement by the Bidder / each of the Members of its Consortium (as may be applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary). Write NA if the same is not applicable.

APPENDIX 3

FORMAT FOR LETTER OF PROPOSAL

[On the Letter Head of the Bidder (in case of Single Bidder) or Lead Member (in case of a Consortium)]

Date: -----

To,

Sub: Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the qualification requirements and information provided in the RfQ cum RfP bearing No., dated, the undersigned hereby expresses it's interest and apply for qualification for the Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis.

We are enclosing our Proposal, in one Original and one Copy, with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal are complete, true and correct in every detail and manner.

We confirm that the Proposal is valid for a period of 180 days from the due date of submission of Proposal and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by (name of the Bidder/Lead Consortium member) who is the Bidder/the Lead Consortium Member of the Consortium comprising (mention the names of the entities who are the Consortium Members), in accordance with the conditions stipulated in the RfQ cum RfP.



2. As the Consortium Members (in case of a Consortium), we hereby confirm to abide by the roles and responsibilities assigned to us as per the MoU/Joint Bidding Agreement between the Consortium Members and as outlined in this RfQ cum RfP. (Write NA if Not Applicable)

3. We have examined in detail and have understood the terms and conditions stipulated in the RfQ cum RfP Document issued by MMC and in any subsequent communication sent by MMC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RfQ cum RfP or in any of the subsequent communications from MMC.

4. We confirm that there are no conditions in "Envelope B: Financial Proposal".

5. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RfQ cum RfP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

6. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Proposal and as required to Design, Build, Finance, Operate and Transfer Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh, in the event that we are finally selected.

7. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Proposal due date.

Our PAN number is ----- (Write for each Member)

Our TAN number is -----(Write for each Member)

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidder / Lead Consortium Member and the Company Seal)

Signature : (Authorized Representative & Signatory)

Name of the Person :

Designation :



APPENDIX 4

INFORMATION RELATED TO EXPERIENCE GUIDELINES

1. Member Code: NA= Not Applicable in case of a single entity Bidder, LM =Lead member, AM= Associate Member
2. The Chartered Accountant issuing the certification for Experience of the Bidder must hold a valid Certificate of Practice.
3. Any Bidder consisting of a Single Entity should fill in details as per the row titled Single Entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per the lower rows and the row titled Single Entity Bidder may be ignored.

FORMAT FOR ESTABLISHING EXPERIENCE OF BIDDER

Bid Response Sheet 1

Project				Date of			Details About	
S.No	Name of the Project	Location	Cost Rs. crores	Award	Commencement	Completion	Authority for whom carried out	Equity holding at the time of execution/construction

Note:

1. Only the eligible projects that satisfy technical criteria shall be included.
2. All the Financial numbers are to be given in INR
3. The format shall be filled up for each member of the Consortium and as a cumulative experience for the Consortium

(Signature of Authorized Signatory)

Company Seal & Stamp

Signature, Name, Address and Membership No. of Chartered Accountant



Bid Response Sheet 2

Name of Bidder:	Member Code:
	Category:
1.	Name of the Contract
	Country
2.	Name of Employer
3.	Employer's address, telephone and fax no.)
4.	Role (strike out whichever is not applicable)
	Developer/Prime contractor/ Subcontractor
5.	Value of the Total Contract (in specified currencies and INR)
6.	Value of the Bidder's Contract (in specified currencies and INR)
7.	Certified Billings till date (in specified currencies and INR and exchange rate)
8.	Date of Award
9.	Date of Commencement of Project/ Contract
10.	Date of Completion/ Commissioning

(Signature of Authorized Signatory)

Company Seal & Stamp



Instructions

- 1. Information provided in this section is intended to serve as a back up for information provided in accordance with Appendix 4, Bid Response Sheet 1.*
- 2. The Projects cited must comply with the eligibility criteria specified in Clause 3.2.*
- 3. A separate sheet should be filled for each of the Eligible Projects.*

APPENDIX 5**FORMAT FOR ESTABLISHING FINANCIAL CAPABILITY OF THE BIDDER****Bid Response Sheet 3****Format for Financial Capability of Single Entity Bidder****Net Worth:**

Net Worth
(Rs. Crores)
As on 31.3.2016

(Signature of Authorized Signatory)

Company Seal & Stamp**Signature, Name, Address and Membership No. of Chartered Accountant**

Bid Response Sheet 4

Format for Financial Capability of Consortium

Net Worth:

Bidder Type	Equity share (%)	Net Worth As on 31.3.2016
Consortium Member 1		
Consortium Member 2		
Total		

Aggregate Net worth = Rs _____ crores

(Signature of Authorized Signatory)

Company Seal & Stamp

Signature, Name, Address and Membership No. of Chartered Accountant

APPENDIX 6

GUIDELINES FOR PROVIDING INFORMATION RELATED TO FINANCIAL CAPABILITY

1. The Bidder shall provide the Financial Capability based on its audited financial statements.
2. Member Code LM = Lead Member, AM = Associate Member
3. Instructions for calculation of Financial Capability:
 - (a) Net Worth = Subscribed and Paid-up Equity (including Share Premium, if any) + Reserves
 - (b) The financial year would be the same as followed by the Bidder for its annual report. Year 1 will be the last Financial Year. Year 2 shall be the year immediately preceding Year 1 and so on.
 - (c) The Bidder shall provide audited Annual Reports as required under this Bid Document. For a Consortium, audited Annual Reports of all Members shall be provided.
 - (d) In case of a Consortium comprising of members with holdings in each other, the cross holdings between the group companies comprising part of the Consortium will be deducted for the purpose of Net Worth calculations.
4. If the Bidder is a Consortium the Financial Details of all the members need to be provided. The Financial Details shall be provided in the following manner.

Name of Member:

Role of Member:

S No.	Particulars as per the Audited Balance Sheet	Year 3	Year 2	Year 1	TOTAL
1.	Profit After Tax (PAT)				
2.	Depreciation				
3.	Other non-cash expenditure				
4.	Subscribed and Paid up Equity				
5.	Reserves				
6.	Revaluation reserves				
7.	Miscellaneous expenditure not written off				
8.	Deferred Revenue Expenditure				
9.	Deficit in Profit & Loss Account				

10.	Net Cash Accruals = (1+2+3)				
11.	Net Worth = (4+5-6-7-8- 9)				

(Signature of Authorized Signatory)

Company Seal & Stamp

Signature, Name, Address and Membership No. of Chartered Accountant



APPENDIX 7
FORMAT FOR ANTI-COLLUSION CERTIFICATE

[To be submitted on the letter head of the Bidders separately]

Anti-Collusion Certificate

Date: -----

To,

.....

.....

Sub: Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Sir,

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

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

Dated this _____ Day of _____, 20..

Name of the Bidder

Signature of the Authorized Person

Note:

To be submitted by each Member in case of Consortium.



APPENDIX 8A
FORMAT FOR PROJECT UNDERTAKING

[To be submitted on the letter head of the Bidders separately]

To,

.....

.....

Sub: Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Sir,

We have read and understood the Bid Document in respect of the captioned project issued by Moradabad Municipal Commissioner, MMC, Government of Uttar Pradesh.

We hereby agree and undertake as under:

(a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.

(b) We are not barred by the Government of India or the Government of Uttar Pradesh or any of their Departments or Agencies from participating in any projects (DBFOT or otherwise).

Dated this _____ Day of _____ 20...

Name of the Bidder

Signature of the Authorized Person

Company Seal & Stamp



APPENDIX 8B
FORMAT FOR PROJECT UNDERTAKING

[In case of Consortium]

[To be submitted on the letter head of the Bidders separately]

To,

.....

.....

Sub: Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Sir,

We have read and understood the Bid Document in respect of the captioned project issued by Moradabad Municipal Commissioner, MMC, Government Of Uttar Pradesh

We hereby agree and undertake to be an exclusive member of the consortium and not a member of any other consortium nor an independent Bidder, bidding for this Project and have submitted only one (1) Proposal in response to this RfQ cum RfP

Dated this _____ Day of _____ 20...

Name of the Bidder

Signature of the Authorized Person

Company Seal & Stamp



APPENDIX 9

Memorandum of Understanding/ Joint Bidding Agreement/ Consortium Agreement

(To be executed on Stamp Paper of appropriate value)

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

AMONGST

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

AND

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

AND

Moradabad Municipal Corporation, having its office at(hereinafter referred to as "**Concessioneing Authority**"/ "**Authority**"/"**Confirming Party**"/"**MMC**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors).

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

WHEREAS,

(A) MMC represented by its Municipal Commissioner having its principal offices at, Moradabad, (U.P) (hereinafter referred to as the "**Authority**") has invited proposals (the "Proposals") vide its Request for Qualification cum Request for Proposal Document No. dated ("**RfQ cum RfP**") for selection of developer for development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh through public private partnership.



(B) The Parties are interested in jointly bidding for the Project as members of a Consortium in accordance with the terms and conditions of the RfQ cum RfP document and other bid documents in respect of the Project. It is a necessary condition under the RfQ cum RfP document that the members of the Consortium shall enter into a Joint Bidding Agreement/Consortium Agreement and furnish a copy thereof with the Proposal.

(C) In order to have an inter se understanding between the Members of the Consortium, we hereby agree to enter into this Consortium Agreement which shall be binding on each of the Members of the Consortium as per the terms as stated herein.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project and for the purposes of jointly undertaking the Project by way of forming a joint stock company/special purpose vehicle/Concessionaire.

2.2 The Parties hereby undertake to participate in the Bidding Process and to undertake the Project, if selected, only through this Consortium, by way of forming an SPV of the Consortium i.e. the Concessionaire, and not individually and/ or through any other consortium, either directly or indirectly or through any of their Associates.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall enter into a Concession Agreement with MMC, through Concessionaire, for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

3.2 The Parties further undertake to enter into a shareholders agreement immediately after the formation/incorporation of the Concessionaire to



incorporate the terms and conditions of their participation in the Concessionaire as per the terms herein and carry out the necessary changes in the Memorandum and Articles of Association of the Concessionaire to adopt such terms of the shareholders agreement within 60 days from the date of incorporation of the Concessionaire. The Parties shall immediately furnish a copy of the shareholders agreement so entered and copy of modified Memorandum and Articles of Association of the Concessionaire to the office of MMC.

4. **Role of the Parties**

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from the members of the Consortium for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry/termination of the Concession Period as per the Concession Agreement;
- (b) Party of the Second Part shall be the Technical and Operation and Maintenance Member of the Consortium; *(If separate from the Party of the First Part)*

5. **Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RfQ cum RfP and the Concession Agreement, till such time as may be required under the terms of the Concession Agreement.

6. **Shareholding in the SPV/Concessionaire (As may be applicable)**

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

S. No.	Party	Shareholding in the SPV
1.	First Party%
2.	Second Party%
	TOTAL%

- 6.2 The Parties undertake that no member of the Consortium shall divest/transfer its Interest or any part thereof in the Concessionaire until the completion of a period of two (2) years from the Commercial Operation Date of the Project (**Lock In Period**) as defined in the Concession Agreement.
- 6.3 The Parties undertake that after the Lock In Period the Parties may divest their respective Interest or any part thereof in the Concessionaire subject to the condition that:
- i. the Lead Member continues to be the Lead Member of the Consortium and shall maintain at least 51% equity holding in the Consortium at all time during the remaining Concession Period;
 - ii. the Member satisfying Technical and O & M qualification continues to be the same and shall continue to maintain at least 26% equity holding in the Consortium at all time during the remaining Concession Period.
 - iii. Where the Technical Member is the also the Lead Member it is required to hold a minimum of 51% shares in the shareholding of the Consortium at all time during the remaining Concession Period
 - iv. The networth criteria is fulfilled and maintained
- 6.4 Further, that each of the Party herein shall, for a period of 2 (two) years from the Commercial Operation Date of the Project, hold Interest in the Concessionaire of not less than 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.
- 6.5 The Parties undertake that they shall comply with all equity Lock-in Period requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and is in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the



charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the termination of the Concession Agreement as per its terms and conditions.



9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India. The competent Courts at Uttar Pradesh shall have the exclusive jurisdiction to deal with any matter arising out of the terms of this Agreement.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of MMC.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

LEAD MEMBER by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

CONFIRMING PARTY:



(Signature)

(Name)

(Designation)

(Address)

In the presence of: 1.

2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement shall 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 shall be under common seal affixed in accordance with the required procedure.*
2. *Joint Bidding Agreement shall also include a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Agreement has been executed.*

APPENDIX 10

Format of Letter of Acceptance

(The Letter of Acceptance is to be submitted by EACH Member of the Consortium)

Date:

Place:

To,

.....

.....

Sub: Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Dear Sir,

This has reference to the Proposal being submitted by (name of the Lead Member of the Consortium), as Lead Member of the Consortium comprising (mention name(s) of the Consortium Members) in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Transfer Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh in response to the RfQ cum RfP Document issued by Moradabad Municipal Corporation, Moradabad, Uttar Pradesh dated....

We hereby confirm the following:

(a) We (name of the Consortium Members furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:

- i. The RfQ cum RfP Document issued by MMC;



ii. All subsequent communications between MMC and the Bidder, represented by (Mention name of the Lead Consortium Member)

iii. The Proposal being submitted by (name of the Lead Consortium Member)

(b) We agree to abide by the terms and conditions of the RfQ cum RfP Document and the Proposal being submitted by the Lead Consortium Member in respect of the Project.

(c) We also reaffirm that (name of the Lead Consortium Member) continues to be the Lead Consortium Member and that (provide name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Lead Member of the Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidder / Lead Consortium Member and the Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person:

Designation:

APPENDIX 11

Format of Letter of Commitment

(The Letter of Commitment is to be submitted by EACH Promoter(s) and/or Associate(s) and/or Subsidiary (ies) of the Bidder / Members of the Consortium whose strength have to be credited for)

Date:

Place:

To,

.....

.....

Sub: Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Dear Sir,

This has reference to the Proposal being submitted by {name of the Bidder/ Lead Member of the Consortium comprising (mention name(s) of the Consortium Members} in respect of selection of Successful Bidder to Design, Build, Finance, Operate and Transfer "Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh" in response to the Request for Qualification cum Request for Proposal ("RfQ cum RfP") Document bearing No., dated, issued by MMC.

We hereby confirm the following:

1. We (name of the Promoter/Affiliate/Subsidiary), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - i. The RfQ cum RfP Document issued by MMC;



-
- ii. All subsequent communication between MMC and the Bidder, represented by (name of the Bidder or of the Lead Consortium Member in case of a Consortium);
 - iii. The Financial Proposal being submitted by (name of the Bidder or of the Lead Consortium Member in case of a Consortium)

2. We agree to abide by the terms and conditions of the RfQ cum RfP Document and the Proposal being submitted by the Bidder / Lead Member in respect of the Project.

3. We also reaffirm that (give name, designation and address of authorized representative and signatory here) designated as the authorized representative and signatory of the Bidder / Lead Member of the Consortium is the authorized representative and signatory in respect of all matters concerning our Proposal for this Project and contractual commitments thereof.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidder / Lead Consortium Member and the Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person:

Designation:



APPENDIX 12

Performa for Bank Guarantee for Earnest Money Deposit-MMC

[To be issued by SBI or any Nationalized Bank or Indian Scheduled Commercial Bank]

From:

[Name and Address of Bank/ Financial Institution]

To,

Municipal Commissioner,
Moradabad Municipal Corporation

.....
Moradabad-, UTTAR PRADESH
Tele : (O), FAX :

1. In consideration of the Moradabad Municipal Corporation represented by Municipal Commissioner, MMC (hereinafter called "the MMC") having agreed to exempt _____ [hereinafter called "the said Bidder(s)"] from the demand, under the terms and condition of RfQ cum RfP bearing No. dated _____ issued for Design, Build, Finance, Operate and Transfer "Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh" (hereinafter called "the said Tender"), of earnest money deposit for the due fulfillment by the said Bidder of the terms and conditions contained in the said Tender, on production of a bank guarantee for Rs. (Rupees only), We, _____ (hereinafter referred to as "the Bank") at the request of the Bidder do hereby undertake to pay to MMC an amount not exceeding Rs. /- (Rupees) in the event of any loss or damage caused to or suffered or would be caused to or suffered by MMC by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Tender.

2. We _____ (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from MMC stating that the amount claimed is



due by way of loss or damage caused to or would be caused to or suffered by MMC by reason of breach by the said Bidder of any of the terms or conditions contained in the said Tender or by reason of the Bidder's failure to perform its obligations under the said Tender. 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. /-.....

3. We undertake to pay to MMC any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating to our liability under these present being absolute and unequivocal, unless otherwise directed by such Court or Tribunal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

4. We _____ (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect until on which date we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with MMC that MMC 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 Tender or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by MMC against the said Bidder and to forbear or enforce any of the terms and conditions relating in the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance, act or commission on the part of MMC or any indulgence by MMC to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

7. We, _____ lastly undertake not to revoke this guarantee during (indicate the name of bank)'s currency except with the previous consent of MMC in writing.

SEAL OF *[BANK/FINANCIAL INSTITUTION]*

NAME OF *[BANK/FINANCIAL INSTITUTION]*

SIGNATURE

NAME

TITLE

DATE



APPENDIX 13

Financial Proposal (Format for Information Submission)

(To be provided on the letterhead of the Bidder)

Date:

Place:

To,

.....

.....

Dear Sir,

Sub: Development of Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis

With reference to your RFQ cum RFP document bearing No....., dated, I/we, having examined the Tender Documents and the DPR for the Project and understood their contents, hereby submit our Bid for the aforesaid Project and state as below:

- a. I/We hereby submit our Bid of Rs. (Indian Rupees) to MMC as the Premium payable in five annual equal installments starting from the COD and that each such installment shall be secured by a bank guarantee of an amount of at least 125% of the Premium installment due at any time..
- b. We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
- c. We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the RfQ cum RfP Document.



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- d. We confirm that in the event of more than one Bidder quoting the same lump sum value, MMC shall break the tie by way of draw between such Bidders.
 - e. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
 - f. Statements herein are made for the express purpose of qualifying as a Bidder for design, finance, construction, operation and maintenance of the Modern Slaughterhouse at Village Dhimre, Moradabad, Uttar Pradesh
 - g. We shall make available to MMC any additional information it may find necessary or require to supplement or authenticate the Bid.
 - h. We acknowledge the right of MMC to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 - i. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any transaction or contract nor have had any contract terminated for breach on our part.
 - j. We declare that we have examined and have no reservations to the Project Documents, including any Addendum issued by MMC.
 - k. We do not have any conflict of interest in accordance with Clauses 6.3(d) of the RFQ cum RFP document
 - l. 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 6.3 of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with MMC or any other public sector enterprise or any government, Central or State; and

-
- m. We hereby certify that 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.
- n. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders in accordance with the RFQ cum RFP document.
- o. We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) the requirements as specified in the RFQ cum RFP document and are qualified to submit a Bid.
- p. We declare that we/ any Member of the Consortium, are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- q. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- r. 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.
- s. We further certify that no investigation by a regulatory authority is pending either against us, our sister concern or against our Associates or against our CEO or any of our Directors/ Managers/ employees

OR

The details of investigation pending against us, our sister concern or against our Associates or against our CEO or any of our Directors/ Managers/ employees are disclosed in Annexure (strike off whichever not applicable)



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- t. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of any of the guidelines issued by Government of India or GoUP about selection of developers on Public Private Partnership basis for projects similar to the Project, we shall intimate MMC of the same immediately.
- u. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ cum RFP document, We shall inform MMC forthwith along with all relevant particulars and MMC may, in its sole discretion, disqualify us/our Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without MMC being liable to us in any manner whatsoever
- v. We understand that the Successful Bidder shall either be an existing Company incorporated under the Act, or shall incorporate itself as such prior to execution of the Concession Agreement.
- w. We hereby irrevocably waive any right which we may have at any stage in law or whatsoever manner otherwise arising to challenge or question any decision taken by MMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above referred Project and the terms and implementation thereof.
- x. In the event of our being declared as the Successful Bidder, We agree to enter into a Concession Agreement in accordance with the draft that has been provided to us as part of the RFQ cum RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- y. We have studied all the Project Documents carefully and also surveyed the Project Site. We understand that we shall have no claim, right or title

- arising out of any documents or information provided to us by MMC or in respect of any matter arising out of or concerning or relating to the Bidding Process.
- z. The Premium amount has been quoted by us after taking into consideration all the terms and conditions stated in the RFQ cum RFP document, draft of Concession Agreement, our own estimates of costs and after a careful assessment of the Site and all the conditions that may affect the Bid.
- aa. We agree and understand that the Bid is subject to the provisions of the Project Documents. In no case, We shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Proposal is not opened.
- bb. We agree to keep this offer valid for 180 (one hundred and eighty) days beyond the Proposal Due Date specified in the RFQ cum RFP document or any extension thereof as per the RFQ cum RFP document.
- cc. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.

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

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidder / Lead Consortium Member and the Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person:

Designation:



APPENDIX 14

Performa for Bank Guarantee for Performance Security – MMC

[To be issued by SBI or any Nationalized Bank or Indian Scheduled Commercial Bank]

From:

[Name and Address of Bank/ Financial Institution]

To,

Municipal Commissioner,
Moradabad Municipal Corporation

.....
Moradabad-, UTTAR PRADESH
Tele : (O), FAX :

1. In consideration of the Moradabad Municipal Corporation represented by Municipal Commissioner, MMC (hereinafter called "the MMC") having agreed to exempt _____ [hereinafter called "the said Developer/ Concessionaire(s)"] from the demand, under the terms and condition of an Agreement, dated _____ made between _____ and MMC for Design, Build, Finance, Operate and Transfer "Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh" (hereinafter called "the said Concession Agreement/Agreement"), of performance security for the due fulfillment by the said Developer of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. (Rupees only), We, _____ (hereinafter referred to as "the Bank") at the request of Developer do hereby undertake to pay to MMC an amount not exceeding Rs. /- (Rupees) in the event of any loss or damage caused to or suffered or would be caused to or suffered by MMC by reason of any breach by the said Developer(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from MMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by



MMC by reason of breach by the said Developer of any of the terms or conditions contained in the said Agreement or by reason of the Developer'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 undertake to pay to MMC any money so demanded notwithstanding any dispute or disputes raised by the Developer in any suit or proceeding pending before any court or Tribunal relating to our liability under these present being absolute and unequivocal, unless otherwise directed by such Court or Tribunal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

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 MMC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till MMC certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Developer and accordingly discharges this guarantee, however not exceeding six months beyond the date of expiry of the Concession Period. Unless a demand or claim under this guarantee is made on us in writing on or before the date of expiry of the Agreement, we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with MMC that MMC 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 Developer from time to time or to postpone for any time or from time to time any of the powers exercisable by MMC against the said Developer and to forbear or enforce any of the terms and conditions relating in 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 Developer or for any forbearance, act or commission on the part of MMC or any indulgence by MMC to the said Developer or by 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 Developer.

7. We, _____ lastly undertake not to revoke this guarantee during (indicate the name of bank)'s currency except with the previous consent of MMC in writing.

SEAL OF *[BANK/FINANCIAL INSTITUTION]*

NAME OF *[BANK/FINANCIAL INSTITUTION]*

SIGNATURE

NAME

TITLE

DATE



APPENDIX 15

Project Details

MULTI-SPECIES MODERN SLAUGHTERHOUSE/ABATTOIR OF MORADABAD MUNICIPAL CORPORATION, MORADABAD, U.P

- a. **Project Site:** At Village Dhimre, Moradabad, Uttar Pradesh. A land measuring 5.4499 Hectares has been identified and acquired for this purpose. The site is at about 1 Km. from Ram Ganga River in village Dhimre off the Moradabad bypass road after the first toll gate going from Moradabad to Rampur city being connected to National Highway (NH-24: Delhi-Lucknow).
- b. **Components of the Project:** (i) Backward linkage and Livestock reception yard (ii) Lairage building block (iii) Slaughter lines for each of the sheeps/goats and buffalo (iv) Effluent Treatment Plant (ETP) (v) Dry Rendering Plant (vi) Forward linkage with Meat transport facility under cold chain system (vii) Meat Processing & Packaging Plant.
- c. **Slaughter Capacity :**
 - i. Buffalo –300 animals on an 8 hours shift basis, i.e. 600 animals per day.
 - ii. Sheep /Goat (Halal & Jhatka) -600 animals on an 8 hours shift basis, i.e. 1200 animals per day.
- d. **Plant and Machinery:** Indigenous plant, machinery and equipment will be preferred in the Project failing which the same may be imported for the successful implementation and running of the Project.
- e. **Effluent Treatment Plant:** Proposed on the ground floor with the minimum capacity of 300 KLD (kilo liters per day)
- f. **Blood Segregation Plant:** Plant for segregation of blood and blood plasma
- g. **Meat Processing Plant:** There shall be a meat processing plant where the meat shall be processed for preparation of value added products.
- h. **Water storage tank :** Proposed with a minimum capacity of 50 KL
- i. **Rendering cum Carcass Utilization Plant:** For disposal of cadavers (dead animals) and meat waste of minimum of 150 tons per day.
- j. **Common Utilities:** Cold water supply, pump and piping, integrated water treatment plant, compressed dry air system, hot water generator, biogas plant, electric substation, DG sets, fire

fighting equipments and adequate placement of firefighting system, refrigerated vehicles for transport of meat, cold room, chiller, laboratories for each of the Modern Slaughterhouse, Rendering Plant and ETP to focus on results of anti and post mortem inspections, quality control parameters of slaughter halls, chilling plant and dispatch area and for certification of carcasses/meat/offal and rejects etc.

- k. **Estimated cost as per Detailed Project Report (DPR) :**
Rs.34.2388 crores
- l. **Project implementation period :** 24 months
- m. **Concession Period :** Fixed period of 20 (twenty) years including construction period starting from the Commencement Date
- n. **Use of Byproducts :** The Successful Bidder shall be entitled to make use of entire byproducts of the Rendering-cum-Carcass utilization Plant for its own profit

APPENDIX 16

Performa for Bank Guarantee for Premium installment

[To be issued by SBI or any Nationalized Bank or Indian Scheduled Commercial Bank]

From:

[Name and Address of Bank/ Financial Institution]

To,

Municipal Commissioner,
Moradabad Municipal Corporation

.....
Moradabad-, UTTAR PRADESH
Tele : (O), FAX :

1. In consideration of the Moradabad Municipal Corporation represented by Municipal Commissioner, MMC (hereinafter called "the MMC") having agreed to exempt _____ [hereinafter called "the said Developer/ Concessionaire(s)"] from the demand, under the terms and condition of an Agreement, dated _____ made between _____ and MMC for Design, Build, Finance, Operate and Transfer "Modern Slaughterhouse in Village Dhimre, Moradabad, Uttar Pradesh" (hereinafter called "the said Concession Agreement/Agreement"), of Premium installment, on production of a bank guarantee for Rs. (Rupees only), We, _____ (hereinafter referred to as "the Bank") at the request of Developer do hereby undertake to pay to MMC an amount not exceeding Rs. /- (Rupees) in the event of non payment of the Premium installment by the said Developer(s) in accordance with the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from MMC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by MMC by reason of non payment of the Premium installment by the said Developer in accordance with the terms or conditions contained in 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 undertake to pay to MMC any money so demanded notwithstanding any dispute or disputes raised by the Developer in any suit or proceeding pending before any court or Tribunal relating to our liability under these present being absolute and unequivocal, unless otherwise directed by such Court or Tribunal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

4. We _____ (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during until the entire Premium amount as quoted by the Developer or its Bidder has been paid in full to the MMC and its claims satisfied or discharged in writing by the MMC in relation to the payment of the Premium amount. Unless a demand or claim under this guarantee is made on us in writing on or before the date of expiry of the Agreement, we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with MMC that MMC 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 Developer from time to time or to postpone for any time or from time to time any of the powers exercisable by MMC against the said Developer and to forbear or enforce any of the terms and conditions relating in 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 Developer or for any forbearance, act or commission on the part of MMC or any indulgence by MMC to the said Developer or by 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 Developer.

7. We, _____ lastly undertake not to revoke this guarantee during (indicate the name of bank)'s currency except with the previous consent of MMC in writing.



SEAL OF *[BANK/FINANCIAL INSTITUTION]*

NAME OF *[BANK/FINANCIAL INSTITUTION]*

SIGNATURE

NAME

TITLE

DATE



VOLUME – II
DRAFT CONCESSION AGREEMENT

