

**HARYANA STATE AGRICULTURAL MARKETING BOARD (HSAMB),  
COMPLEX-6, SECTOR-6, PANCHKULA**

**NOTICE INVITING  
FOR**

**SELECTION & APPOINTMENT OF CONSULTANT FOR LEASING OUT 1<sup>st</sup> & 2<sup>nd</sup> FLOOR OF  
AGRO MALL, SECTOR-20 PANCHKULA, HARYANA.**

Brief particulars of the Project are as follows:

| <b>Location</b> | <b>Name of work</b>   | <b>Earnest Money Deposit (EMD)</b> | <b>e-service</b> | <b>Start &amp; Closing of bid</b>               | <b>Date for Opening of Technical bid</b> |
|-----------------|---|------------------------------------|------------------|---|--|
| Panchkula       | SELECTION & APPOINTMENT OF CONSULTANT FOR LEASING OUT 1 <sup>st</sup> & 2 <sup>nd</sup> FLOOR OF AGRO MALL, SECTOR-20 PANCHKULA, HARYANA. | Rs. 2 lakh                         | Rs.1,000/-       | 09.10.2017 at 11:00 AM to 24.10.2017 at 3:00 PM | 25.10.2017 at 11:00 AM                   |

The complete RFP document can be viewed / downloaded from the official website/ portal of HSAMB i.e., <http://hsamb.gov.in> and <https://hsamb.haryanaeprocurement.gov.in>. Bid must be submitted online only through e-tendering portal of HSAMB i.e. <http://hsamb.haryanaeprocurement.gov.in>. The technical bid will be opened as per above schedule. The schedule for opening of financial bid will be intimated at the time of technical evaluation. Bids submitted through any other mode shall not be entertained. The EMD and e-service fees shall be paid online by the Applicant through the e-procurement portal. Please note that the HSAMB reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever.

**Executive Engineer, Haryana State  
Agricultural Marketing Board, Panchkula**

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Phone: 0172-2585106, 09466155257, 09416438809, 9466457133.

## **DISCLAIMER**

The information contained in this Request For Proposal (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Haryana State Agricultural Marketing Board, (hereinafter referred to as the “HSAMB”) or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP.

This RFP is not an agreement and is neither an offer nor invitation by the HSAMB to the Prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their technical & financial offers pursuant to this RFP (“Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the HSAMB in relation to the consultancy Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the HSAMB or its employees or advisers to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the [Project Information], may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The HSAMB, its employees and advisers make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

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

The issue of this RFP does not imply that the HSAMB is bound to select an Applicant or to appoint the Selected Applicant for the consultancy Project and the HSAMB reserves the right to reject all or any of the Applicants or Proposals without assigning any reason whatsoever.

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

## SECTION 1

### INTRODUCTION

#### 1.1 Background

##### 1.1.1 About Haryana State Agricultural Marketing Board:

Haryana State Agricultural Marketing Board (hereinafter called the “HSAMB”) is a Haryana State Government organization. The core activity of HSAMB is to regulate the agricultural produce marketing, involving grains/fruits/vegetables and to provide marketing infrastructure. A wide network of more than 500 marketing yards has been created covering the entire State to facilitate the farmers. The HSAMB has a strong financial backup; it collects more than **Rs. 500 crores** / annum as market fees and Rs. 100-300 Crores / annum on behalf of sale of plots. The organization handles about 38,000 commission agents/ traders and is having 4000 employees for regulation / management of Agricultural marketing in the State.

##### 1.1.2 Project Objectives

The Haryana State Agriculture Marketing Board (HSAMB) has fully developed (ready to move) four air conditioned Agro Malls equipped with all types of amenities like Air conditioning, lifts & escalators, fire fighting system, security cameras (CCTV), power backup, water arrangement, Sewerage treatment plant, washrooms and parking facilities at Rohtak, Karnal, Panipat and Panchkula.

Now the Haryana State Agricultural Marketing Board intends to populate the mall at Sector-20 Panchkula through leasing. The space at 1<sup>st</sup> & 2<sup>nd</sup> (full plates) floor measuring 80000 sqft approx. is available for leasing (space at Ground floor is fully sold and 70% space at 3<sup>rd</sup> is sold). Also the balance portion at 3<sup>rd</sup> floor (which has been not sold) measuring – 1000 sqft (12 offices cum shop) is available for leasing. Here it may be noted that the 1<sup>st</sup> and 2<sup>nd</sup> floor are in raw form though all type of facilities like air conditioning, cold water connection, fire fighting, Electrical cables for connection stands completed. The 3<sup>rd</sup> floor is fully developed and has big sizes of office / shops of sizes and common corridors.

The vicinity of the mall has a great potential of business due to ongoing business activities in Apple Market, Grain Market and Farmer Market. The Panchkula mall is situated on dividing road of Sector 20 and 21, which is approx 150 meters away from Kalka-Shimla Highway and is easily accessible. Also the mall is surrounded by thickly populated sector 20 market and approximately 200 residential societies.

### INVITATION OF OFFER FOR APPOINTMENT OF A CONSULTANT LEASING

#### 1. SELECTION & APPOINTMENT OF CONSULTANT FOR LEASING OUT 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> FLOOR PARTLY OF AGRO MALL, SECTOR-20 PANCHKULA, HARYANA:-

Under this proposal, the HSAMB intends to appoint a consultant, who would be responsible for getting leased the available space to various stake holders with proper lease documents and completion of other required formalities. For providing these types of services the consultant shall have to quote their service charges rates. The details are being incorporated in this tender document on preceding pages.

| Sr. No. | Proposal  | Rate (to be quoted by bidder) |
|---------|---|-------------------------------|
| (i)     | SELECTION & APPOINTMENT OF CONSULTANT FOR LEASING OUT 1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> FLOOR PARTLY OF AGRO MALL, SECTOR-20 PANCHKULA, HARYANA |                               |

**Note:** - It may be noted that the maintenance, service charges, electricity, water / sewer, security along with any charges, which are necessary for operating / running the mall shall be borne by the lease holders. The common area service / operational charges shall have to be shared by the lease holder proportionately.

#### 1.1.3 Details of Agro Mall Panchkula:

| Sr. No. | Descriptions        | Position  |
|---------|---------------------|---|
| 1       | Total Land Area     | 2.65 Acre.  |
| 2       | Facilities provided | Centrally Air Conditioned Lifts and Escalators, Fire Detection / Fighting Facility, CCTV Camera Security, Water, Sewer / Sewage Treatment Plant, Toilets / Wash Rooms on each floor and Power facilities alongwith Parking area in Basements. |
| 3       | Floor Wise Area.    |   |
|         | Lower Basement      | 4617.88 Sqm.<br>(Parking for 128 units, 5 passenger lifts & 2 cargo lifts, AHU rooms, electrical panels and fire safety unit).  |
|         | Upper Basement      | 4617.88 Sqm.<br>(Parking for 128 units, 5 passenger lifts & 2 cargo lifts, AHU rooms, electrical panels / substation and fire safety unit).   |
|         | Ground Floor        | Total floor area (including common area) - <b>4717.34 Sqm.</b><br>(90 shops, loading and unloading area, waiting area, stair case 4 nos, lift, escalator and common circulatory / reception area)<br>(89 No. shops - <b>sold out</b> ).       |
|         | First Floor         | Total floor area (including common area) - <b>4536.02 Sqm.</b><br><b>Net area available for leasing = 3468 sqm / 37316 sqft.</b>  |
|         | Second Floor        | Total floor area (including common area) - <b>4550.49 Sqm.</b><br><b>Net area available for leasing= 3558 sqm / 38284 sqft.</b>   |
|         | Third Floor         | Total area - <b>4647.05 Sqm.</b><br>(46 office units) ( <b>34 office units sold out</b> )<br><b>12 office units are available for leasing = approx. area 7000 sq. ft.</b>   |

**Note:-** As detailed above 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> floor partly are available for leasing. The total area of these floors is about **83000 sqft.** 1<sup>st</sup> & 2<sup>nd</sup> floors are raw from inner side for the reason that every business has its own structural / interior design requirements and as such the space can be developed by the lessee as per their requirements like flooring & partition. However, it may be noted that fire fighting arrangements and cold water pipe for air conditioning of shops stands provided in the entire mall.

**The lease of the floors on “as is where it is basis” can be done and the rates are to be quoted by the lessee accordingly.**

The consultant is required to explore the possibility of No / minimum structural changes required to achieve the desired objective for leasing out the Agro Mall. However, the final decision of acceptance / rejection lies with HSAMB.

#### 1.1.4 Selection of Consultant:-

The HSAMB intends to select the consultant through an open competitive bidding process in accordance with the procedure set out herein.

For populating the Agro Malls Panchkula by means of leasing the area, HSAMB has decided to appoint a consultant, who is expert in leasing / sale of commercial properties and Malls etc. The consultant is required to suggest the best means of leasing and would be responsible for leasing of the Agro Mall.

1.1.5 The Selected consultant will study the Geographical and Architectural position of Agro Mall. He

will also study the business strategy of the locality as a whole and suggest the methodology for leasing out. Applicant shall be responsible for providing consultancy services for the Project under and in accordance with the provisions of an Agreement (the “**Agreement**”) to be entered into with HSAMB.

## **2.2 Technical Eligibility Criteria**

The technical eligibility criteria for empanelment as “Consultant to Lease)” is as under:-

1. A company categorized under the Indian companies Act 1956 of the Government of India;
  2. A cooperative, society, individuals, limited companies and partnership firms of limited liability Company.
  3. Should have minimum five-year experience in establishment of commercial activities in real estate/ Shopping Mall Business.
  4. The applicant should have a turnover of atleast One crore during the last five years in real estate sector (sale/purchase/ lease service charges/brokerage) duly supported by Statutory Auditor/Chartered Accountant’s certificates.
- 2.2.1 The Applicant should submit a Power of Attorney. In case of Consortium, the Applicant should also submit Power of Attorney for Lead Member of Consortium and Joint Bidding Agreement.
- 2.2.2 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.3 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.4 In cases where the Applicant is taking benefit of its Associate for fulfilling the Technical Capacity as well as Financial Capacity criteria, it shall provide a certificate from a qualified external auditor who audits the book of accounts of the Applicant/ consortium member/ Associate or the Company Secretary of the Applicant/ consortium member/ Associate to demonstrate that a person is an Associate of the Applicant/ consortium member, as the case may be.
- 2.2.5 An undertaking from the person having Power of Attorney that they agree and abide by the Bid documents uploaded by HSAMB and amendments uploaded, if any;
- 2.2.6 The Agreement sets forth the detailed terms and conditions for award of the Contract, including the Term of Reference (TOR) for scope of the Consultant services and obligations.
- 2.2.7 The statements and explanations contained in this tender are intended to provide a better understanding to the Applicants about the subject matter of this tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the consultant set forth in the Agreement or the HSAMB’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the HSAMB.

## **3 Validity of the Proposal**

The tender shall be valid for a period 3 (three) months from the Proposal Due Date.

## **4 Time Limit:**

The consultant is required to complete the entire exercise of submission of documents for leasing out the mall and its approval from HSAMB within 3 Months. Initially the lease period should be taken as 3 (three) years.

## 5 Brief description of the Selection Process

The HSAMB has adopted a single stage two steps system (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted separately online only. In the first step, a technical evaluation will be carried out based on the eligibility criteria specified in the RFP. Based on this technical evaluation, a list of qualified applicants shall be prepared. In the second step, financial evaluation of technically qualified applicants will be carried out. The work will be awarded the technically qualified applicant on the lowest cost basis.

## 6 Payment Schedule

| Sr. No. | Proposal   | Mode of Payment   |
|---------|--|---|
| (i)     | SELECTION & APPOINTMENT OF CONSULTANT FOR LEASING OUT 1 <sup>st</sup> & 2 <sup>nd</sup> FLOOR OF AGRO MALL, SECTOR-20 PANCHKULA, HARYANA | One time Consultancy charges will be paid to the consultant on %age basis on the lease money. |

## 7 Execution of Agreement

After award of contract, the consultant is required to execute a formal agreement with the Executive Engineer, Panchkula Division within 7 days.

## 8 Bank Guarantee for Performance Security

The consultant is required to submit the bank guarantee equivalent to 5% of the Gross amount of the lease money of one year within 15 days with the concerned Executive Engineer with validity upto 45days more than the agreement period. The same will be released / returned after completion of the lease period.

## 9 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site of Agro Mall Panchkula and HSAMB’s office for better understanding of the existing structure. For this purpose, the applicant shall give prior intimation to the nodal officers specified on next page:-

- (1) Mr. Uday Bhan  
Superintendent Engineer,  
Haryana State Agricultural Marketing Board  
Mandi Bhawan, C-6, Sec-6, Panchkula, Haryana- 134109  
Phone: 0172 -2583460  
Mobile: 09466155257  
Email: [seroads.hsamb@gmail.com](mailto:seroads.hsamb@gmail.com)
- (2) Mr. Deepak Verma  
Executive Engineer,  
Haryana State Agricultural Marketing Board  
Kisan Bhawan, Sec-14, Panchkula, Haryana- 134109  
Mobile: 09466457133  
Email: [eepanchkula.hsamb@gmail.com](mailto:eepanchkula.hsamb@gmail.com)
- (3) Mr. Sudhir  
Executive Engineer  
Haryana State Agricultural Marketing Board  
Mandi Bhawan, C-6, Sec-6, Panchkula, Haryana- 134109  
Phone: 0172 -2583630  
Mobile: 094164-38809  
Email: [xenroad1.hsamb@gmail.com](mailto:xenroad1.hsamb@gmail.com)

However, the applicant can visit the site as per their convenience on any official working day. Any queries in this regard may be asked from above mentioned officers.

## 10 Communications

All communications or queries should be addressed to the nodal officers specified above.

The **Official Website** of the HSAMB is [www.hsamb.gov.in](http://www.hsamb.gov.in)

### A. GENERAL

1. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant / firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as Group of Firms (the “**Consortium**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Consortium, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
2. Applicants are advised that the selection of CONSULTANT shall be on the basis of an evaluation by HSAMB (LESSOR) through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that HSAMB’s decisions are without any right of appeal whatsoever.
3. The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal and the Financial Proposal shall be submitted online. No manual submission will be accepted.
4. **Change in composition of the Consortium:**

No change in the composition of Consortium will be allowed during or after the Bidding Process till completion of the agreement.
5. **Conflict of Interest:**

An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HSAMB shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to HSAMB for, *inter alia*, the time, cost and effort of HSAMB including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to HSAMB hereunder or otherwise.
6. HSAMB requires the Consultant to provide professional, objective, and impartial advice and at all times hold HSAMB’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of HSAMB.
7. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - (b) a constituent of such Applicant is also a constituent of another Applicant; or
  - (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or
- (f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the CONSULTANT will depend on the circumstances of each case. While providing consultancy services to HSAMB for this particular assignment, the PM A shall not take up any assignment that by its nature will result in conflict with the present assignment.

**8. Number of Proposals**

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

**9. Cost of Proposal**

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

**10. Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, existing developments, infrastructure & facilities at the site, access to the site, availability of data, drawings and other information with HSAMB, Applicable Laws and regulations or any other matter considered relevant by them.

**11. Right to reject any or all Proposals**

Notwithstanding anything contained in this RFP, HSAMB reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice, the HSAMB reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by HSAMB, the supplemental information sought by HSAMB for evaluation of the Proposal.

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

**B ACKNOWLEDGEMENT BY APPLICANT**

It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from HSAMB;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the HSAMB;



- d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

## **C CLARIFICATIONS**

1. Applicants requiring any clarification on the RFP may send their queries to HSAMB in writing by speed post/ courier/ special messenger or by e-mail so as to reach 15 (seven) days before the date mentioned in the Schedule of Selection Process and shall be addressed to the nodal officers. HSAMB shall Endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. HSAMB will post the reply to all such queries on the Official Website without identifying the source of queries.
2. HSAMB reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the HSAMB to respond to any question or to provide any clarification.

## **D AMENDMENT OF RFP**

1. At any time prior to the deadline for submission of Proposal, HSAMB may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants by e-mail.
2. The amendments will also be posted online on the Official Website of HSAMB and e-procurement and will be binding on all Applicants. The Applicants are advised that they should keep checking the Official / e-procurement Website for any such amendments or clarifications by HSAMB. HSAMB shall not be responsible in any manner in the event an Applicant does not receive the aforesaid information.
3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, HSAMB may, in its sole discretion, extend the Proposal Due Date.

## **E PREPARATION AND SUBMISSION OF PROPOSAL**

1. **Language:** The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English or Hindi language. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English / Hindi. For all purposes of interpretation of the Proposal, the translation in English shall prevail.
2. **Format and signing of Proposal:**
  - a. The Applicant shall provide all the information/documents sought under this RFP and upload the scanned versions of the original documents as a part of its online submission of Proposal.
  - b. The Applicant shall prepare one original set of the Proposal together with originals/ copies of Documents ready with him which may required by the Board for verification. Financial Proposal to be submitted online shall only in the format prescribed on e-tendering website.
  - c. The Proposal shall be typed or written in indelible ink, page numbered and signed by the

authorized signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- by the proprietor, in case of a proprietary firm; or
- by a partner, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- by the Authorized Representative of the Lead Member as per the Power of Attorney for Lead Member of Consortium, in case of consortium.

3. Applicants should note the Proposal Due Date for submission of Proposals online. No supplementary material will be entertained by the HSAMB, and that evaluation will be carried out only on the basis of documents received Online. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, HSAMB reserves the right to seek clarifications as mentioned in the RFP.

#### 4. **Technical Proposal**

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

- (a) the EMD, tender document fees and e-service charges be submitted online through the portal <http://haryanaeprocurement.gov.in> ;
- (b) all documents submitted online be signed by the prescribed signatories;
- (c) Power of Attorney, Power of Attorney for Lead Member of the Consortium, and Joint Bidding Agreement, if applicable, are executed as per Applicable Laws

5. Failure to comply with the requirements spelt out in RFP, the Proposal is liable to be rejected.

6. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

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

8. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by HSAMB without the HSAMB being liable in any manner whatsoever to the Applicant or consultant, as the case may be.

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

10. The Applicant shall submit the Technical Proposal & Financial Proposal online through e-procurement portal of HSAMB <http://hsamb.haryanaeprocurement.gov.in> ;

**F. Clarifications**

1. To facilitate evaluation of Proposals, HSAMB may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by HSAMB for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
2. If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, HSAMB may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of HSAMB.

**G. APPOINTMENT OF CONSULTANT**

1. **Negotiations:** The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not only be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP.

**2. Indemnity**

The consultant shall, subject to the provisions of the Agreement to be executed between the selected consultant and the HSAMB, indemnify HSAMB for any loss or damage that is caused on the part of the CONSULTANT or on the part of any person or firm acting on behalf of the consultant in carrying out the Services (a) for an amount not exceeding 3 (three) times the value of the Agreement or (b) the proceeds the consultant may be entitled to receive from any insurance maintained by the consultant to cover such a liability as per Agreement, whichever of (a) or (b) is higher.

3. This limitation of liability specified above, shall not affect the consultant liability for damages to Third Parties caused by the consultant or any person or firm acting on behalf of the consultant in carrying out the Services. If on this account any claim is brought against HSAMB by such affected Third Party, the consultant shall be liable to fully indemnify HSAMB in respect of such claim made against HSAMB pursuant to any court order or arbitral award.

**H. Commencement of assignment**

1. The consultant shall commence the Consultancy services at the Project within 7 (seven) days of the date of execution of the Agreement, or such other date as may be mutually agreed. If the Selected Applicant / consultant fails to either sign the Agreement or commence the assignment as specified herein, HSAMB may, if the Agreement has not been executed, invite the next ranked Applicant for negotiations or if the Agreement has already been executed, may declare the Agreement to be null and void. In such an event, the EMD/ Performance Security, whichever is available with HSAMB, of the first ranked Applicant / consultant shall be forfeited.
2. The CONSULTANT shall establish a Project office at a suitable location in or near the city of Panchkula where the HSAMB's office is situated, for efficient and coordinated performance of its consultancy services.

**I. Proprietary data**

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

## **J. FRAUD AND CORRUPT PRACTICES**

1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, HSAMB shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, HSAMB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the HSAMB for, inter alia, time, cost and effort of the HSAMB, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
2. Without prejudice to the rights of the HSAMB and the rights and remedies which the HSAMB may have under the LOA or the Agreement, or otherwise if an Applicant or the consultant, as the case may be, is found by the HSAMB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the HSAMB during a period of 2 (two) years from the date such Applicant, or consultant, as the case may be, is found by the HSAMB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
3. For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the HSAMB who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the HSAMB, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the HSAMB 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 Selection 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 Selection Process;
  - (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the HSAMB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### Particulars of the Applicant

|     |  |
|-----|--|
| 1.1 | Title of Consultancy:<br>Selection and Appointment of a Consultant   |
| 1.2 | Title of Project:<br>“Selection and Appointment of CONSULTANT for providing Consultancy Services for leasing out 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> floor partly of Agro Mall, Panchkula  |
| 1.3 | State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm<br><br>or<br><br>Lead Member of a consortium   |
| 1.4 | State the following:<br>Name of Company or Firm:<br><br>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation:<br><br>Registered address:<br>Year of Incorporation:<br><br>Year of commencement of business:<br><br>Principal place of business:<br><br>Brief description of the Company including details of its main lines of business<br><br><b>Name, designation, address and phone numbers of authorised signatory of the Applicant:</b><br><br>Name:<br><br>Designation:<br><br>Company:<br><br>Address:<br><br>Phone No.: E-mail address: |

|     |  |
|-----|--|
| 1.5 | <p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>  |
| 1.6 | <p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p>Yes/No</p> <p>If Yes, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p>Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p>Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p>Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p> |
| 1.7 | <p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser or CONSULTANT along with the functions as a contractor and/or a manufacturer?</p> <p>Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser/ CONSULTANT to the HSAMB and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p>Yes/No</p>  |
| 1.8 | <p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p>   |

|   |
|---|
| <p>Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as CONSULTANT, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the CONSULTANT?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser/ CONSULTANT for the HSAMB only?</p> <p>Yes/No</p> <p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of .....</p> |
|---|

**APPENDIX-I**

**FORM-4**

**Power of Attorney**

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 our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our PROPOSAL for the “ Selection and Appointment of CONSULTANT for providing Consultancy Services in leasing out the Agro Mall Panchkula owned by the Haryana State Agricultural Marketing Board (the “HSAMB”) including but not limited to signing and submission of all applications, PROPOSALS and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the HSAMB, representing us in all matters before the HSAMB, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our PROPOSAL, and generally dealing with the HSAMB in all matters in connection with or relating to or arising out of our PROPOSAL for the said Project and/ or upon award thereof to us and/or until the entering into of the Agreement with the HSAMB.

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 ..... 2.....

For .....

(Signature, name, designation and address)  
of person authorized by Board Resolution  
(in case of Firm/ Company)/ partner in case of

Partnership firm

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/  
Attested/ Authenticated\*

(\*Notary to specify as applicable)

(Signature Name and Address of the Notary)



Seal of the Notary

Registration No. of the Notary

Date:.....

*Notes:*

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

**APPENDIX-I**

**FORM-4A**

**Power of Attorney for Lead Member of Consortium**

Whereas the Haryana State Agricultural Marketing Board (the “HSAMB”) has invited PROPOSALS from interested Applicants for the “Selection and Appointment of CONSULTANT for providing Consultancy Services in leasing out the Agro Mall Panchkula owned by the Haryana State Agricultural Marketing Board

Whereas, ....., ....., and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other PROPOSAL documents including agreement 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 HSAMB to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s PROPOSAL 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 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 contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its PROPOSAL for the Project, including but not limited to signing and submission of all applications, PROPOSALS and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the PROPOSAL of the Consortium and generally to represent the Consortium in all its dealings with the HSAMB, 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 PROPOSAL for the Project and/ or upon award thereof till the Agreement is entered into with the HSAMB.

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 ..... 2.....

|                |                |
|----------------|----------------|
| For .....      | For .....      |
| (Signature)    | (Signature)    |
| .....          | .....          |
| (Name & Title) | (Name & Title) |

(Executants)

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

Witnesses:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *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 Applicants 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 Appostille certificate.*

**APPENDIX-I**

**FORM-4B**

**Joint Bidding Agreement**

*(To be executed on Stamp paper of appropriate value)*

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

**AMONGST**

1. {..... Limited, and having its registered office at .....} (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, having its registered office at ..... } and (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

**WHEREAS,**

- (A) Haryana State Agricultural Marketing Board (the **“HSAMB”**), represented by its Chief Administrator and having its Head Office at Mandi Bhawan, C-6, Sec-6, Panchkula, Haryana-134109 (hereinafter referred to as the **“HSAMB”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the **Proposals”**) by its Request for Proposal No. .... dated .....(the **“RFP”**) for award of contract for **“Selection and Appointment of CONSULTANT for providing Consultancy Services in leasing out the Agro Mall Panchkula owned by the Haryana State Agricultural Marketing Board (the “Project”)** through an Agreement.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Proposal documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a Consortium (the **“Consortium”**) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or

indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Applicant and awarded the Project, it shall enter into an Agreement with the HSAMB for performing all its obligations as the CONSULTANT in terms of the Agreement for the Project.

**4. Role of the Parties**

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from the other Party for conducting all business for and on behalf of the Consortium during the Bidding Process and until the start of work in the Project;
- b. Party of the Second Part shall be the Member of the Consortium.

**5. Joint and Several Liability**

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

**6. Representation of the Parties**

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

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and 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 favor 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.

**7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not qualified or upon return of the EMD by the HSAMB to the Applicant, as the case may be.

**8. Miscellaneous**

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.....

2.....

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and HSAMB 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 Power of Attorney has been executed.

