

**MUNICIPAL CORPORATION, ROHTAK**

**REQUEST FOR PROPOSAL FOR  
CONSTRUCTION, OPERATION & MAINTENANCE  
OF  
BUS -QUEUE- SHELTERS ON BOT BASIS**

**May, 2011**

**TENDER No.**

**Document No.**

**Cost of document: Rs. 5,000/-**

Issued to

# CONTENTS OF RFP DOCUMENT PACKAGE

The RFP document package comprises the following documents as listed below, and would additionally include any Addenda issued before the due date of submission of the RFP. Any reference to the RFP Document Package includes all the contents unless specifically mentioned otherwise.

	<b>CONTENTS</b>
	<ul style="list-style-type: none"><li>• Notice Inviting Tender</li></ul>
Part A	<ul style="list-style-type: none"><li>• Instructions to Bidders</li></ul>
Part B	<ul style="list-style-type: none"><li>• RFQ Document</li></ul>
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Part D	<ul style="list-style-type: none"><li>• Draft Concession Agreement and Schedules</li></ul>

***NOTICE INVITING TENDER (NIT)***

**Municipal Corporation, Rohtak (MCR) Invites Private Sector Participation on BOT Basis for Construction, Operation and Maintenance of Bus –Queue-Shelters.  
(National Competitive Bidding)**

**HISTORY.....**

Rohtak City is situated in National Capital Region on NH-10 just 40 KM from Delhi. Spread over an area of 104.10 SqKm, it has a population of around 5.00 lacs as per 2011 census. The City is developing rapidly in both Educational and Industrial sectors. It is very well connected with New Delhi by a six lane Expressway as well as electric railway track and has good connectivity to adjoining district as well. The parks are well maintained and many leisure activities are available.

The Haryana State Industrial and Infrastructure Development Corporation (HSIIDC) has developed an Industrial Model Township (IMT) at NH10. Spread over 3,000 Acres, several heavy industries are developing their plants here, prominent among them are Asian Paints Limited which has started Asia's Largest Production Plant, Maruti Suzuki which is Developing its Research and Development Plant, proposed, Hitech Plastics Limited, Footwear Design and Development Institute and many more.

The State Government is also developing Rajiv Gandhi Sports Complex at Sector 6 in the City. The Sports Complex will include Cricket Pavilion, Tennis Court, Athletic Practice Ground, Athletic Stadium, Wrestling Hall, Boxing Hall, Hockey Ground, Soccer Practice Ground, Soccer Stadium, Swimming Pool etc. of international standards.

The Haryana Government is setting up a state-of-the-art State Institute for Film & Television in Sector-6, Rohtak on the pattern of the Film and Television Institute, Pune. The total project cost would be Rs 200 crore and the state government has earmarked 22 acres (89,000 m<sup>2</sup>) of land for the institute.

Rohtak City is also one of the major education hubs of Haryana, it boasts of a number of Institutes / Universities such as Maharishi Dayanand University, Pt.Bhagwat Dayal Sharma Health Science University, Pt.Bhagwat Dayal Sharma Post Graduate Institute Of Medical Sciences, Indian Institute of Management, Institute of Hotel Management, Institute of Film City institute etc.

Commercial – Rohtak is also an important commercial zone of the region and houses One of the largest cloth Markets of North India.

Hundreds of people from neighbouring towns & villages flock the markets of Rohtak everyday for whole sale & day to day purchases.

## **BACKGROUND.....**

Municipal Corporation, Rohtak (MCR) intends to provide modern, aesthetic, sleek, commuter and environment friendly Bus – Queue – Shelters on Build, Operate and Transfer (BOT) basis through private sector participation. The proposed Bus – Queue – Shelters will be located on roads/areas such as Maharaja Agarsain Marg NH-10, Panipat-Rewari NH-71-A, Rohtak-Patiala NH-71, Rohtak-Bhiwani SH-16, important roads/cross roads within Rohtak City etc. The tentative list of the proposed Sites/locations is available in the RFP document.

## **FEATURES.....**

- Approximately 40 Bus Queue Shelters to be provided on BOT basis.
- Conceptual design of the Bus Queue Shelters as provided by MCR.
- Bus Queue Shelters to be constructed as per approved design at locations decided by MCR.
- The revenue from the Bus- Queue - Shelters would be from advertisements.
- Concession Fee to be paid to MCR during the concession period of 10 years

## **SCOPE OF WORK.....**

- Construction of Bus – Queue - Shelters as per approved design (to be completed within 12 weeks).
- Operation and Maintenance of Bus- Queue Shelters during Concession period.
- The essential services for users to be provided by the Concessionaire.
- To raise and realize revenues during concession period and to pay concession fee to MCR.
- Transfer of Bus - Queue - Shelters to MCR at the end of Concession period.

## **ELIGIBILITY CRITERIA.....**

1. The bidding firm / Joint Venture / Consortium shall have average Annual Turnover of not less than Rs. One Crore for the preceding three financial years.
2. The bidding firm/joint venture/ consortium shall have total present net worth (on the last day of the previous financial year) of Rs. Rs.10.00 (Ten) lacs.
3. The firm/joint venture/ consortium, individually or in combination, shall have experience in the field of advertising or urban infrastructure (design/ manufacture/ construction/ operation and maintenance of projects such as Parking Lots/ Street Furniture/ Commercial Area Development/ Transportation/ Real Estate Development).

## **BID PROCESS.....**

The bidding for the project would be in single submission comprising three-stage system. First stage would be for pre-qualification of bidders based on eligibility criteria. Second stage would be evaluation of technical and commercial parameters of the pre-qualified bidders based on their bids containing the details of construction, operation and maintenance of the Bus Queue Shelters. Third stage would be the evaluation of financial bids of techno-commercially qualified bidders Interested bidders may procure the Request for Proposal (RFP) document from the office of Commissioner, Municipal Corporation, Rohtak during office hours on any working day between 24-05-2011 and 13-06-2011 on payment of Rs. **5,000/** (Rs. Five Thousand only) through Demand Draft drawn in favour of Commissioner, Municipal Corporation, Rohtak payable at Rohtak. The RFP document can also be downloaded from Rohtak Administration website [www.rohtak.gov.in](http://www.rohtak.gov.in) and the bid submitted along with a demand draft as mentioned above.

MCR reserves the right to reject any or all of the bids without assigning any reason and the decision of Commissioner, MCR in this regard shall be final.

**SUBMISSIONS OF BIDS .....**

The interested bidders are requested to submit their bids, in a sealed envelope super-scribed as “**Proposal for MCR Bus–Queue-Shelters on BOT basis.** The Bids should reach the office of Commissioner, Municipal Corporation, Rohtak office at the address given below **on or before 14-06.2011 by 3:00 pm.**

**Sd/**  
Commissioner,  
Municipal Corporation,  
Rohtak, Haryana,

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document package provided on behalf of Municipal Corporation, Rohtak (MCR) is being provided to all interested Bidders on the terms and conditions set out in this RFP document.

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide bidders with information to assist the formulation of their proposal submission. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for MCR to consider the investment objectives, financial situation and particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. MCR and their advisors make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

MCR may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



***PART A***

***INSTRUCTIONS TO BIDDERS***

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## **A-1 LETTER OF INVITATION**

- 1.1 Rohtak is well connected with NH-10, NH-71, NH-71-A and State Highways. At present there is no BQS provided in the city. Now in this current project MCR proposes to construct 40 BQS on BOT basis. The identified locations of these 40 BQS are provided in para 3.2 below. The MCR envisages constructing modern, aesthetic, sleek, commuter and environment friendly international standard BQS in keeping with the visions of developing Rohtak City as a World Class City.
- 1.2 This Request for Proposal Package is issued from the office of Commissioner, Municipal Corporation, Rohtak to private sector parties (psp) / firms (which include companies, partnership firms, proprietary concerns, etc.) who are interested in bidding for the Project either individually or as a consortium or joint venture of such firms for undertaking Construction, Operation & Maintenance and Transfer of approximately 40 Bus Queue Shelters on Build – Own – Transfer (BOT) basis.
- 1.3 The Private Sector Party (PSP) would be required to develop the Bus Queue Shelters by undertaking construction, operation & maintenance of the Bus- Q-Shelters and other facilities during the concession period and transfer to MCR thereafter. The Concessionaire would be permitted to earn revenue from advertisement and will have to pay Concession Fee as per his financial offer accepted by MCR. The bid can not be lower than the Minimum Concession Fee prescribed over the concession period as per the details in the Concession Agreement
- 1.4 A three-stage bidding process is being adopted for the project:
  - (a) Stage –I involves qualification, which includes submission of a Request for Qualification (RFQ) by the bidders and evaluation of the same by MCR.
  - (b) Stage –II will consist of evaluation of submitted Technical Proposal of only those bidders who are qualified in Stage-1, as per the evaluation criteria laid down in the RFP Document Package.
  - (c) Stage –III will consist of evaluation of Financial Proposal of only

those bidders whose technical proposal are found to be responsive to the requirements of the RFP Document Package and who get the required qualifying marks in the stage II evaluation.

- (d) The RFP Document Package comprises
1. Part A: Instructions to Bidders
  2. Part B: Request For Qualification (RFQ) Document
  3. Part C Request For Proposal (RFP) Document
  4. Part D: Draft Concession Agreement

1.5 All data provided as a part of the RFP Document Package is for guidance and general information purposes. The same should be verified by the bidder for use as a part of preparing their proposals for the project.

1.6 The Stage I, II, III, proposal documents duly completed and sealed in respective envelopes and as per the procedure explained herein must be delivered to Commissioner, Municipal Corporation, Rohtak office at the address given below **on or before 14-06.2011 by 3:00 pm (IST)**.

**Sd/**

Commissioner,  
Municipal Corporation,  
Ambedkar Chowk,  
Rohtak, Haryana,

## **A-2 PROJECT BRIEF**

### **2.1 BACKGROUND**

MCR intends to provide modern, aesthetic, sleek, commuter and environment friendly Bus – Queue – shelters at various locations in Rohtak. Till date work of Bus – Queue – shelters has not yet been awarded to any agency. Now MCR wishes to install BQS at 40 locations. The proposed Bus – Queue – Shelters will be located on roads/areas such as Maharaja Agarsain Marg NH-10, Panipat-Rewari NH-71-A, Rohtak-Patiala NH-71, Rohtak-Bhiwani SH-16, important roads/cross roads within Rohtak City etc. The indicative list of the proposed BQS is given in **Table A**.

## **A-3 PROJECT FRAMEWORK**

### **3.1 IMPLEMENTATION STRATEGY**

MCR intends to develop the project on “Build, Operate and Transfer” (BOT) basis by inviting Private Sector Party (Concessionaire) to finance, construct, operate and maintain the Bus-Queue -Shelters during the specified Concession Period. MCR will enter into a Concession Agreement with the Concessionaire for 10 years (Ten Years only) for construction, operation and maintenance of the Bus-Queue -Shelters. During the period the Concessionaire shall carry out the services as per the technical specifications, performance standards and guidelines given as part of the Concession Agreement.

The Bus Queue Shelters shall be transferred to MCR at the end of the Concession Period in sound condition as per Concession Agreement.

The construction period for the project will not be more than 12 weeks within which the Concessionaire will complete the construction of BQS as per the requirements, technical specifications and standards.

The Concessionaire would be given the right to collect the revenues from advertisement during the concession period as per the Concession Agreement. The Concessionaire shall pay MCR a Concession Fee as provided in the Concession Agreement. The Concession Fee shall be payable in quarterly instalments over the Concession Period.

MCR shall appoint the Independent Engineer. The tenure of the Independent Engineer, under this Concession Agreement, shall be from the period beginning from the Commencement Date and ending on the Commercial Operations Date. MCR shall also constitute a Steering Group comprising such persons as it deems fit within 30 days of signing of Agreement. The Steering group shall include 1 (one) representative of the Concessionaire.

The title, interest, ownership and rights with regard to Bus Queue Shelters constructed by the Concessionaire for MCR along with fixtures/fittings provided therein shall vest with the MCR except that these will be operated and maintained by the Concessionaire as agreed in this Agreement. The assets created by the Concessionaire will be under the possession of the Concessionaire during the period of the Concession and will be transferred to MCR upon the expiry or earlier termination of the Concession Agreement. These assets will not be encumbered by the Concessionaire in any circumstances in any manner whatsoever.

### **3.2 SCOPE OF WORK**

1. Construction of Bus- Queue - Shelters as per approved design. The maximum time period for completing the construction is 12 weeks.
2. Operation and Maintenance of Bus- Queue Shelters during Concession period as specified in the Concession Agreement.
3. The essential services to be provided by the Concessionaire.
4. Collect revenues during concession period through advertisements and pay Concession Fee as indicated in their financial proposal and accepted by the MCR, as provided in the Concession Agreement.

5. Transfer of Bus- Queue - Shelters to MCR in sound condition at the end of Concession Period.
6. For detailed Scope of Work RFP document (Part-C) and Concession

Agreement be referred.

**TABLE A: TENTATIVE LOCATION OF 38 BQS**

Sr. No.	Location	Site	Size In Mtrs.
1.	<b>Rajeev Chowk</b>	<b>Towards Delhi</b>	<b>9x2.5</b>
		<b>Towards Jhajjar</b>	<b>9x2.5</b>
		Towards Rohtak City	6x2.2
		<b>Near Petrol Pump</b>	<b>9x2.5</b>
2.	<b>Sheela Bye Pass</b>	Towards Delhi	6x2.2
		Towards Sonapat	6x2.2
		Towards Hissar	6x2.2
		Towards Rohtak City	6x2.2
3.	<b>New Bus Stand</b>	<b>Towards Delhi</b>	<b>9x2.5</b>
		<b>Towards Hissar</b>	<b>9x2.5</b>
4.	<b>Sukhpura Chowk</b>	Towards Hissar (2Nos.)	6x2.2
		Towards Gohana	9x2.2
		Towards Rohtak City	6x2.2
5.	<b>Jind Bye Pass</b>	Towards Jind	6x2.2
		Towards Hissar	6x2.2
		Towards Rohtak City	6x2.2
6.	<b>Hissar Bypass</b>	<b>Toward Hissar</b>	<b>9x2.5</b>
		Towards Rohtak City	6x2.2
7.	<b>Bhiwani Bye Pass</b>	Towards Bhiwani	6x2.2
8.	<b>Bhiwani Chungi</b>	Towards Rohtak City	6x2.2
		Towards Bhiwani	6x2.2
9.	<b>Jhajjar Chowk</b>	Towards Jhajjar	6x2.2
10.	<b>Medical Mor</b>	<b>Two nos.</b> towards Delhi	6x2.2
		Towards City	6x2.2
11.	<b>D Park</b>	Abutting Park	6x2.2
12.	<b>Ashoka Chowk</b>	Near Session House	6x2.2
		Abutting Myna	6x2.2
13.	<b>Subhash Chowk</b>	Near Income Tax office	6x2.2
14.	<b>Sonapat Stand</b>	Near SDM Residence	6x2.2
		Near IC College	6x2.2
		Near Secretariat	6x2.2
15.	<b>HUDA Complex</b>	HUDA Complex	6x2.2
		Palika Bazar	6x2.2
16.	<b>Gohana Stand</b>	Chowk	6x2.2
17.	<b>Jat Education Society</b>	Towards Delhi	6x2.2
		Towards Rohtak City	6x2.2
18.	<b>Civil Secretariat &amp; Court Complex</b>	2 Nos	6x2.2

**Note-** The list is indicative only and is subject to correction for any factual or other errors. Further, locations may be changed for reasons beyond the control of MCR. The Bidders must themselves verify sites and other details as needed for bidding.

#### **A-4 BIDDER'S RESPONSIBILITY BEFORE BID/PROPOSAL SUBMISSION**

- 4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and participation in the selection process. MCR will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document. Incomplete bids are liable for rejection.
- 4.3 **site visit, traffic & other studies and field investigations, if any:**  
The Bidders shall visit and examine the sites and obtain for themselves, at their own responsibility and cost, all the information and data that may be necessary for submission of offer and entering into Concession Agreement for construction of the Bus Queue Shelters, and subsequent operation and maintenance of the same. The Bus Queue Shelter related information, which has been provided in this RFP document, is intended only to guide the bidders in preparing their Proposal. MCR shall not stand guarantee for and shall not be held responsible for the veracity of details which have been made available in this document.
- 4.4 **Costs associated with Visits and Field Investigations, if any:**  
The costs of visiting the sites, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit sites.
- 4.5 **Familiarity with Clearances:** The Bidder should be familiar with the clearances required from various Authorities to commence /undertake this Project. A Bidder shall be deemed to have carried out



all relevant and necessary checks with relevant Authorities.

4.6 The Bidders are advised to inspect and examine each site and its surroundings and satisfy themselves in all respect before submitting their offer. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any lack of understanding or otherwise shall be allowed.

4.7 It would be deemed that by submitting the Bid, the Bidder has:

- Made a complete and careful examination of the RFP document
- Obtained all relevant information about the project.
- Familiarised himself with the applicable laws and permissions/clearances required as well as relevant orders of the Supreme Court of India + Punjab & Haryana High Court in respect of display of advertisements.
- Carried out due diligence as required to take up the Project.

4.8 MCR shall not be liable for any mistake or error on the part of the Bidder in respect of, interalia any of the clauses 4.1 to 4.7 above.

#### **A-5 COST OF DOCUMENT**

5.1 The RFP document Package is priced at Rs. 5,000/- (Rupees Five Thousand only) payable in the form of Demand draft drawn in favour of Commissioner, Municipal Corporation, Rohtak payable at Rohtak. **The Bidders who are downloading the RFP document from the website shall deposit (in the form of a Demand Draft) the said cost of the document along with the Bid.**

#### **A-6 CLARIFICATIONS TO RFP DOCUMENTS**

6.1 The prospective Bidding Firm requiring any clarification of the RFP documents may notify to Commissioner, Municipal Corporation, Rohtak in writing by post, courier or by facsimile at the address given below.

**Commissioner,  
Municipal Corporation, Rohtak  
FAX-01262-251515, 16**

The Queries should also be sent by e-mail to [municipalcouncilrohtak@gmail.com](mailto:municipalcouncilrohtak@gmail.com).

**Bidders are expected to send their queries in writing at least 2 days prior to the pre-bid meeting.**

- 6.2 MCR reserves the right to respond to only those clarifications/questions of Bidders which MCR, in their sole discretion consider to be relevant and necessary. Nothing in this section shall be taken or read as compelling or requiring MCR to respond to any questions to provide any clarification. No extension of any deadline will be granted on the basis or grounds that MCR has not responded to any question or provided any clarification.

## **A-7 PRE-BID MEETING**

- 7.1 A pre-bid meeting shall be held for providing clarifications and replies to the queries of bidders.
- 7.2 The pre-bid meeting shall be held on **Friday, 04-06-2011 at 10.30 AM** at the office of Commissioner, Municipal Corporation, Rohtak
- 7.3 Clarifications, if any, including the text of the questions raised and the responses given, would be sent by courier/fax/email to all prospective Bidders who have purchased the document or attended the pre-bid meeting. The clarifications shall also be displayed on the website [www.rohtak.gov.in](http://www.rohtak.gov.in). Any modifications of the RFP document package, which may become necessary as a result of the Pre-bid meeting or otherwise, shall be through the issue of an addendum.
- 7.4 The RFP documents will be frozen on **06-06-2011**.
- 7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications as also modifications presented in the Addendum will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

## **A-8 BID SECURITY**

BID submitted in response to the Request for Proposal Document Package shall be accompanied by a BID Security of Rs 10,00,000/- (Rs. Ten Lacs) in the form of Bank Guarantee from a **Scheduled Commercial Bank** (licensed by RBI) in the format as enclosed (Appendix 5) or in the form of FDR pledged in favour of Commissioner, Municipal Corporation, Rohtak or in the form of Bank Draft in favour of Commissioner, Municipal Corporation, Rohtak payable at Rohtak.

## **A-9 VALIDITY OF BID AND BID SECURITY**

- 9.1 Bid shall remain valid for a period of **120 days** from the Proposal Submission Due Date. MCR reserves the right to reject any Bid, which does not meet this requirement.
- 9.2 The Bid security shall be valid for **180 days** from the proposal submission due date.
- 9.3 Any Bid not accompanied with an acceptable Bid Security is liable for rejection.
- 9.4 The Bid security of the unsuccessful Bidders would be returned after the acceptance of the letter of award by the successful bidder.
- 9.5 The Bid security of the successful Bidder will be discharged when the successful Bidder has signed the Concession Agreement and furnished the Performance Security for implementation.
- 9.5 The Bid security is liable to be forfeited under the following conditions:
  1. If the Bidder withdraws the Proposal during the period of Bid validity.
  2. In the case of a successful Bidder, if the bidder fails to sign the Concession Agreement within the stipulated time or fails to furnish the required Performance Security within the stipulated time.

## **A-10 CLARIFICATION FROM BIDDERS**

To assist in the evaluation of Bid submitted by bidders, MCR may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response thereto shall be in writing.

## **A-11 LANGUAGE**

The Bid submission and all related documents should be in English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied with appropriate translations in the English language. Any document, which is not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

## **A-12 PROPOSAL DOCUMENTATION**

- 12.1 The Proposal should have no overwriting and corrections. All corrections are to be carried out by crossing and rewriting by the Bidders themselves and all such corrections must be initiated by the person signing the Proposal.
- 12.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person (s) signing the Bid.

## **A-13 MCR RIGHT TO ACCEPT AND REJECT PROPOSAL**

Notwithstanding anything contained in the RFP document, MCR reserves the right to accept or reject any proposal, at any time without assigning any reason. Further MCR also reserves the right to cancel the tender process at any time or stage without assigning any reason.

## **A-14 BID/PROPOSAL SUBMISSION DUE DATE**

- 14.1 Bid/Proposal will be received up to **1500 Hours IST (i.e. 3 pm IST) on 14-06-2011 at the office of Commissioner, Municipal Corporation, Rohtak (Haryana), INDIA.** Any Proposal, which is received after the above prescribed deadline shall be returned, unopened.
- 14.2 MCR may, at its discretion, extend the Bid/Proposal Submission Due Date.

## **A-15 SUBMISSION OF OFFERS**

The bidder shall prepare and submit their proposals in original and one copy clearly marking ORIGINAL and COPY and as per the procedure detailed below:

- i. The original copy of the Bid Security (FDR or Bank Guarantee or Bank Draft) of the required value and in approved format shall be sealed separately in an envelope mentioning:  
**“Envelope - A1 “BID SECURITY FOR BUS – QUEUE – SHELTERS ON BOT (II)”**
- ii. The original and copy of qualification documents shall be sealed separately in an envelope mentioning:  
**“Envelope – A2 “QUALIFICATION PROPOSAL FOR BUS– QUEUE - SHELTERS ON BOT (II)”**
- iii. The original and copy of the Techno – commercial Proposal (RFP) shall be sealed separately in the envelope mentioning:

**“Envelope – A3 “TECHNICAL PROPOSAL FOR BUS – QUEUE – SHELTER ON BOT (II)”**

iv. The original and copy of the Financial Proposal shall be sealed separately in the envelope mentioning :

**“Envelope – B “FINANCIAL PROPOSAL FOR BUS – QUEUE – SHELTER ON BOT (II)” – NOT to BE OPENED on 14-06-2011**

v. The original and copy of the Qualification Proposal (RFQ), Technical Proposals (RFP) and Financial Offers shall also be sealed separately before sealing in their respective envelopes of A2, A3 and B respectively.

vi. All the above envelopes viz. ‘A1’, ‘A2’, ‘A3’ and ‘B’ along with the original bid documents issued / downloaded ( including all amendments and clarifications issued by MCR) duly signed by authorized signatory on all pages shall then be sealed in one outer envelope

vii. The inner and outer envelopes shall be addressed to Commissioner, Municipal Corporation, Rohtak and marked as below:

**“Tender for MCR Bus Queue Shelters on BOT (II)” To be OPENED on 14-06-2011 at 3.30 PM**

viii. The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is received late.

ix. If the outer envelope is not sealed and marked as above, MCR will assume no responsibility for the misplacement or premature opening of the Proposal.

x. In case the bid document is downloaded from the web site and not purchased, the Bid must be accompanied by a draft of Rs. 5,000/- in favour of Commissioner, Municipal Corporation, Rohtak payable at Rohtak,

xi. The bid must be delivered at the address provided in clause **A-14** above not later than the time and date stipulated above.

xii. Submission of Bids or any part thereof, by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Bidder alone to ensure that its RFQ is

delivered at the prescribed address within the stated deadline.

## **A-16 LATE BIDS**

BIDS received after the BID Submission Due Date and Time shall not be accepted and will be returned unopened.

## **A-17 OPENING OF BIDS**

The BIDS as received by due date and time shall be opened by the MCR at the office of the Commissioner, Municipal Corporation, Rohtak (Haryana) -124001 **at 1530 hrs IST on Bids submission due date** in the presence of bidders who choose to be present. On opening of the outer envelope it will be checked if it contains:

- i) Bid Security (Envelope A1)
  - ii) Qualification Proposal (Envelope A2)
  - iii) Technical Proposal (Envelope A3)
  - iv) Financial Proposal (Envelope B)
  - v) Original tender document with amendments issued , duly signed
  - vi) Bank Draft of Rs. 5,000 if documents were downloaded from web site and not purchased
1. The Bid Security envelope will be opened first and will be checked for requisite value, validity period and format. Thereafter the Qualification Proposals shall be opened and processed further.
  2. If the documents do not contain Bid Security, or not of required value/validity or in unacceptable form, the offers submitted are liable for rejection.
  3. The Technical and Financial proposal shall not be opened on that day and shall be kept separately in the safe custody of MCR to be opened and evaluated later on as per the procedure detailed herein.

## **A-18 CONFIDENTIALITY**

MCR 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. MCR 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.

## **A-19 TEST OF RESPONSIVENESS**

Prior to evaluation of Bids/Proposals, it will be determined whether each Bid/Proposal is responsive to the requirements of the RFP document. The Bid will be considered responsive if the Bid:

- a.** is received by the Due Date and time of submission or any extension thereof.
- b.** is signed, sealed and marked as stipulated in clause A-15
- c.** is accompanied by the Bid Security in requisite format for specified amount.
- d.** is accompanied with the Bank Draft of Rs. 5,000/- in case the bid documents were downloaded from web site and not purchased.
- e.** contains the information as requested in the RFQ document, as per check list enclosed (available in Part B).
- f.** mentions the validity period as set out in clause A-9

Decision of MCR regarding responsiveness of bids shall be final and binding; MCR reserves the right to reject any Proposal submission which it considers non-responsive.



## **A-20 EVALUATION AND COMPARISON OF PROPOSALS**

MCR will evaluate and compare the proposal determined to be responsive in accordance with Clause No A-19 and as per the procedure detailed below. In the event of any discrepancy between 'ORIGINAL' and 'COPY' the contents of 'ORIGINAL' shall prevail.

### **20.1 RFQ Evaluation**

MCR will evaluate the pre-qualification proposals (RFQ) of the various bidders as per the pre-defined eligibility criteria. Technical offer of only those bidders will be opened who fulfil the pre-qualification requirements. Evaluation of the qualification proposals will be on Pass / Fail basis.

### **20.2 Technical Evaluation**

Technical proposals of only those firms, who have been pre-qualified, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of responsiveness to various tender requirements.

MCR will carry out a detailed evaluation of the BIDS in order to determine whether the technical aspects are in accordance with the requirements set forth in the BID Documents. In order to reach such a determination, the MCR will examine and compare the various technical aspects of the BIDS on the basis of the information supplied by the Bidders, taking into account the following factors:

1. Overall completeness and compliance and deviations from the MCR's Requirements to the Proposal/ conditions. The BID that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected as non-responsive.
2. Working methods and program demonstrating that how the Bidder will achieve the performance standards within the time frame.
3. Bidders shall be asked to make a presentation to MCR on technical proposal.

Each responsive Bid shall be given a technical score based

on weightages assigned to various parameters of technical proposal as given below. A proposal may be rejected at this stage if it is non responsive or if it fails to achieve minimum technical score of 60 out of 100.

ORGANISATIONAL SET UP	10
TECHNICAL DETAILS & SUBMISSIONS	20
CONSTRUCTION METHODOLOGY	15
OPERATION & MAINTENANCE SCHEDULE	20
REVENUE GENERATION MODEL & PHILOSPHY	20
PROVIDING SOLAR SYSTEM FOR LIGHTING	5
PRESENTATION on PROPOSAL	10
TOTAL	100

Only those bidders, whose aggregate technical score is above stipulated minimum technical score, will be qualified for the purpose of opening of financial bids and evaluation thereof. MCR shall notify to qualified bidders the outcome of technical evaluation.

The Technical and Financial offers of those bidders who do not qualify the pre-qualification criteria and the financial proposal of those bidders who do not qualify the technical evaluation shall be returned unopened and no claim in this regard shall be entertained.

### 20.3 OPENING OF FINANCIAL BID AND EVALUATION

- a. MCR would intimate the date and venue of the opening of the financial Proposal of only those bidders who pass through the stage of technical evaluation with a request to be present at the time of the Financial Bid opening.
- b. The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.

Evaluation of Financial Proposal shall include the following:

(1) Check for completeness of Proposal (Part Bids shall not be accepted.) (2) Concession Fee quoted as percentage above minimum concession fee as in Appendix 8.

(3) The amount quoted in words will prevail over the amount quoted in figures.

The Minimum Concession Fee shall be Rs 3.00 lacs (Rs. Three lacs) per annual during the first year of the concession period. The Minimum Concession Fee shall be increased by 5% each in successive years for 2<sup>nd</sup> and 3<sup>rd</sup> year respectively and thereafter by 10% every year successively for each year. For further detail please refer Table 4 of financial offer formats and schedule K of the Concession Agreement.

### A-21 SELECTIONS AND NOTIFICATION

The highest financially **evaluated** bidder would be selected as successful bidder and would be intimated through a “Notice of Award”.

## **A-22 AWARD OF CONTRACT**

- 22.1 Upon issuance of the “Notice of Award” the selected/preferred bidder shall have to communicate the acceptance of the contract through a “Letter of Acceptance” within 10 (ten) days of issue of the Notice of Award and sign the Concession Agreement within 30 days of issue of “ Notice of Award”.
- 22.2 If the Concession Agreement is not signed by the selected bidder within 30 days of issuance of the “Notice of Award”, then MCR reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of selected bidder would be forfeited.

The successful bidder would have to furnish Performance Security for implementation as specified in the Schedule of Agreement, before signing of the Concession Agreement and till that time, the Bid Security of the successful Bidder would remain effective and in possession of MCR.

## **A-23 EXTENSION OF VALIDITY OF BID**

In exceptional circumstances, prior to expiry of the original Bid Validity Period, MCR may request the pre-qualified Bidders in writing to extend the Bid Validity Period (and also the bid security validity) for a specified additional period.

***PART B***  
***REQUEST FOR QUALIFICATION (RFQ)***

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## **B – 1 ELIGIBILITY CRITERIA**

### **1.1 GENERAL**

This invitation to furnish RFQ is open to all national firms (which include companies, partnerships,, proprietary concerns etc.) who are interested in bidding for the Project either individually or as a consortium / joint venture of such firms. In case of Consortium or Joint Venture, the lead firm (which shall be a single entity) shall be specified and fully empowered to represent the Consortium/ Joint Venture. The lead firm shall have a minimum stake of 26% in the Consortium/ Joint Venture. In case the lead firm does not meet the criteria of 3 years relevant experience or is not in existence for 3 years, the consortium/JV must have a strategic partner with relevant experience of minimum 3 years and this strategic partner should also hold equity/profit sharing (as per MOU) of minimum 26% with a lock-in period of minimum 3 years during the concession period.

### **1.2 QUALIFICATION CRITERIA**

Qualification criteria for the Bidder as detailed below are based on a combination of the financial capability, technical expertise and similar project experience.

#### **1.2.1 Financial Information**

Evaluation will be based on the basis of following criteria.

##### **1. Annual Turnover**

The bidder shall have average of Annual Turnover of Rs. 1.00 (One) Crores for the preceding 3 financial years.

##### **2. Net Worth**

The bidder shall have present net worth (on the last day of the previous financial year) of Rs. 10.00 (Ten) Lacs (The net worth as indicated in audited annual accounts only shall be considered).

In case of consortium/ joint venture the average of annual turnover and net worth shall be calculated by weighted mean on the basis of the equity/profit sharing participation of its members as indicated in MOU.

### **1.2.2 Experience Information**

The firms/joint ventures/consortium, individually or in combination, shall have experience in the field of advertising or urban infrastructure (design/ manufacture/ construction/ operation and maintenance of projects such as Parking Lots/ Street Furniture/ Commercial Area Development/ Transportation/ Real Estate Development,).

In case of wholly owned subsidiaries of firms/companies intend to use experience and financial capability of their parent companies, a parent company guarantee in the required format (Appendix 6) shall be submitted along with the RFQ submission.

- 1.2.3 To qualify for the Stage II the bidders would have to meet the qualifying criteria described in 1.2.1 & 1.2.2, mentioned above.

## **B-2 DISQUALIFICATION**

- 2.1 Even though a bidder appears to meet the pre-qualifying criteria, he could be disqualified if he has:
- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
  - b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
  - c) Submitted the RFQ, which is not accompanied by the required documentation or is non-responsive.
  - d) Failed to provide clarifications related thereto



- e) Where such firm or any member of such consortium has already submitted the RFQ or is a member of a Consortium which has already submitted the RFQ.
- f) If any member of the Consortium is replaced or withdraws, except with prior written permission of MCR.
- g) Is black listed / barred by GOI / Haryana Govt agency /Central PSU/Haryana State Departments/PSU as on date of submission of the bids.

2.2 If any such information which would have entitled MCR to reject or disqualify the bidder becomes known after the bidder has been qualified, MCR reserves the right to cancel the qualification of the Bidder at any later stage.

### **B-3 QUALIFICATION for NEXT STAGE**

3.1 Based on the information submitted in RFQ, MCR will carry out an evaluation of the qualifications of the Bidder and will subsequently notify in writing those Bidder who qualify to participate in the next stage of the process.

### **B-4 CONTENTS OF RFQ**

4.1 The Request for Qualification submitted by the Bidder shall contain the following sections:

- (a) Letter of Application (appendix 1)
- (b) General and Financial Information (Appendix 2)
- (c) Structure and Operation (Appendix 3)
- (d) General Experience Record (Appendix 4)
- (e) Format for Bank Guarantee (Appendix 5)
- (f) Format for Parent Company Guarantee (Appendix 6),if applicable.
- (g) Format of MOU in case of Consortium/Joint Venture (Appendix 6 A) (h) Check List (Appendix 7)

- 4.2 The RFQ shall include the above information in the formats given in the appendices and any other statement of information in support of qualification criteria.
- 4.3 The documentary evidence of the Bidder's qualifications to implement the Project, shall establish to the MCR's satisfaction that the Bidder has the financial, managerial, technical, procurement and other capabilities necessary to perform the contract and, in particular, meets the experience and other required criteria. The documentary evidence shall include any other material required to be compiled and submitted by Applicants in accordance with these instructions. This shall include but not be limited to the following:
1. Audited financial statements for last three years up to end of last financial year (Balance Sheets, Profit and Loss Account and cash flow statements and Annual Reports) as required to conform to the RFQ requirements;
  2. Summary statement of turnover for past three financial years, and present net worth certified by a Chartered Accountant.
  3. Certified Copies of original documents in support of legal constitution of the firm and place of business;
  4. Experience in Qualifying projects (as given in NIT) with details of projects completed as well as under way and contractually committed along with clients details and certificates as per Appendix 4;
  5. A Power of Attorney, authorising the signatory of the RFQ to submit the Bid.
- 4.4 RFQ submitted by a Consortium/Joint Venture shall comply with the following requirements:

1. The RFQ shall include all the information required above for each bidder/Consortium partner.
2. All pages of The RFQ shall be signed so as to be legally binding on all partners.
3. The Lead partner holding a minimum equity/profit sharing of 26%, shall be designated as leader, this authorization shall be evidenced by submitting with RFQ a Power of Attorney signed by legally authorized signatories of all partners in favour of the lead partner.
4. In case lead partner is not having relevant experience (or its existence) for 5 years, a strategic partner in consortium/JV should meet the criteria of 5 years of relevant experience. The strategic partner should also hold a minimum equity/profit sharing of 26% (as per MOU) with minimum lock-in period of 05 years during the concession period.
5. Original MOU signed by all the members of JV/ Consortium partners with joint & several responsibility for all the works under scope of work and indicating their respective equity/share holding or profit sharing.
6. Once RFQ has been submitted by or on behalf of a Consortium, if any member withdraws from the Consortium, the consortium shall be disqualified, unless the remaining members can demonstrate to the satisfaction of MCR their continued ability to fulfil the qualification criteria set out in RFQ.

## **B-5 SIGNING AND SUBMISSION OF RFQ**

- 5.1 RFQ shall be prepared in two copies. The original and copy of the RFQ shall be typed and shall be signed by the Bidder or a person or persons duly authorised to bind the bidder to the contract. The person or persons signing the RFQ shall initial all pages of the RFQ, except for unamended printed literature.

- 5.2 Any interlineations, erasures or cutting shall only be valid if the person or persons signing the RFQ initial them.
- 5.3 The Bidders shall seal the original RFQ and the copy as per the procedure detailed.

## **B-6 EVALUATION AND FURTHER PROCESS**

- 6.1 Based on the RFQ submitted by the bidders, MCR will carry out an evaluation of the qualifications of such Bidders. If at any time during the evaluation process, MCR requires any clarification in order to carry out the evaluation, it reserves the right to request for information from any Bidder, and the Bidder concerned will be obliged to respond to any request for such information and to supply the same to MCR within such reasonable timeframe as required.
- 6.2 Any unsolicited information after submission of RFQ shall not be entertained.
- 6.3 MCR will evaluate whether Bidders who have submitted responsive RFQ are qualified for further evaluation of Techno commercial and Financial Proposal for satisfactorily implementation of the Project.
- 6.4 An affirmative determination will be a prerequisite for the MCR to consider the Technical Proposal submitted by the bidder as the next stage, of the bidding process.
- 6.5 This document and the appendices constitute no form of commitment on the part of MCR, whether in respect of the selection or otherwise. Furthermore, this RFQ document confers neither the right nor expectation on any party to participate in the selection process. MCR reserves the right to reject any or all RFQ proposals, if it considers necessary to do so, and/or to withdraw/ modify the Selection Process or any part of the selection process or to vary any of its terms at any time without giving any reason or incurring any liability thereto.

# REQUEST FOR QUALIFICATION

## Appendix 1

### Letter of Application

(Letterhead of the Bidder/Lead Partner, including full postal address, telephone, fax, email addresses)

Date:.....

Commissioner,  
Municipal Corporation,  
Rohtak (Haryana)- 124001

Sir,

1. Being duly authorised to represent and act on behalf of .....(hereinafter “the Bidder”), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified by you as a prospective bidder for the project involving “Construction, Operation and Maintenance of Bus Queue Shelters on BOT basis”

2. Attached to this letter are certified copies of original documents defining:

- a) The applicant’s legal status
- b) The principal place of business; and
- c) The place of incorporation (for bidders which are corporations); or the place of registration (or Income Tax registration) and the nationality of the owners (For bidders who are partnerships or individually -owned firms).
- d) MOU (in case of consortium/Joint Venture)
- e) All documents as specified in RFQ and RFP in respective envelopes.

3. MCR and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.
4. This application is made in the full understanding that:
  - a) Our bid will be subject to verification, by MCR, of all information submitted for qualification at the time of bidding;
  - b) MCR reserves the right to:
    - Amend the scope of work under this project; in such event, bids will only be called from qualified bidders who meet the revised requirements; and
    - Reject or accept any application, cancel the Qualification / Bid process, and reject all applications; and
  - c) MCR shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.
5. Appended to this application, we give details of the participation of each party, including capital contributions and Profit and Loss arrangements, as per requirements of the RFQ Document.
6. We confirm that in the event of our bid is successful resulting in award of contract, the same will be:
  - a) Signed so as to legally bind all partners jointly and severally; and
  - b) Submitted with a consortium/joint venture agreement

providing the joint and several liability of all partners/ Consortium members in the event contract is awarded to us

7. As a Lead firm, we would have a minimum of 26% equity or profit sharing participation in the Joint venture/ Consortium
8. We confirm that we agree with the terms and conditions provided in RFP/RFQ and the Concession agreement. The RFQ and RFP submitted by us shall be valid for the period of 120 days from the last date of submission.
9. The Bid Security of Rs. 10.00 lacs in the form of ..... in favour of ..... and with validity of 180 days is enclosed vide.....
10. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in very detail.

Signed
Name
For and on behalf of (name of Bidder) OR For and on behalf of (name of Consortium / Joint venture )

## REQUEST FOR QUALIFICATION

### Appendix 2

#### General & Organisational Information

All individual firms and all members of a Consortium are requested to complete the information in this form.

#### 1. Firm Particulars (for each firm in case of Joint Venture/Consortium)

No.	Particulars
1.	Name of Firm
2	Head office address:
3	Contact Person: Telephone:
4.	Fax: E-mail:
5.	Place for incorporation/registration: Year of incorporation/registration:

2. A Power of Attorney authorising the signatory of the bid to commit the Bidder(s).
3. Applicants shall submit the following information:
  - I. Legal Status
  - II. Place of registration
  - III. Principal business and place for business
- 4 A certified copy of Applicant's Current Memorandum and Articles of Association or other relevant constitutional documents and (where relevant) those of its immediate and all superior holding companies.
- 5 Attach Brochure and details of each Firm(s) pertaining to Ownership structure, business areas/activities, business growth revenue details, Experience details, staff details and capabilityStatement



## **REQUEST FOR QUALIFICATION**

**Appendix 3**

### **Financial Information**

1. Annual Turnover (in Indian Rs.): For the last three financial years duly certified by the Statutory Auditors of the Company
2. The bidder shall have total present net worth (on the last day of the previous financial year) duly certified by the Statutory Auditors of the Company (The net worth as indicated in audited annual accounts only shall be considered).
3. Audited Financial reports for the last three years: balance sheets, profit and loss statements, summary of net cash accruals, gearing level, auditor's reports, etc. List them and attach certified copies.

# REQUEST FOR QUALIFICATION

**Appendix 4**

## Experience Record

Bidders should provide information on undertaking projects as specified in eligibility criteria in NIT, in last three years (Separate Sheets for each project to be attached giving following details). A summary is also to be provided in following format.

- A. Total value of eligible project works performed in the last three financial years.

A separate sheet should be used for each member of the consortium/Joint Venture and shall be detailed out as indicated in the format.

Year	Name and Type of Project(s)	Value (Turn Over) in Indian Rupees
2008-2009	a. b. c..	
2009-2010		
2010-2011		

### B. Summary

Year	Name of Work	Name of Client with contact details	Contract No. and Date	Value of Contract in Rs.	Date Started	Date Completed	Role of Applicant and Remarks

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY/BID SECURITY**

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

To

Commissioner,  
Municipal Corporation,  
Rohtak (Haryana)-124001

Bid No. Date of opening

1. KNOW ALL MEN by these presents that we \_\_ of \_\_\_\_\_ (Name and address of Bank) having our registered office at \_\_\_\_ (hereinafter called "the Bank") are bound unto Commissioner, Municipal Corporation, Rohtak (hereinafter called "the Owner) in the sum of Rs. 10,00,000/- (Rs. Ten Lacs only) for which payment will and truly to be made to the said Owner, the Bank binds itself, its successors and assignees by these presents.

2. **WHEREAS** \_\_\_\_\_ (NAME OF BIDDER) (hereinafter called "the Bidder") has submitted his bid dated \_\_\_\_\_ against Owner's Bid No. \_\_\_\_\_, Due on \_\_\_\_ (Date of opening) hereinafter called "the Bid".

**AND WHEREAS** the Bidder is required to furnish a Bank Guarantee for the sum of Rs. 10,00,000/- (Rs. Ten Lacs only)

**AND WHEREAS** \_\_\_\_\_ (Name of Bank) have, at the request of the Bidder, agreed to give this guarantee as hereinafter contained without demur.

3. We further agree as follows:

- (a) That the Owner (Concessioneing Authority) may without affecting this guarantee grant time or other indulgence, may negotiate further with the Bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Owner and the Bidder.

- (b) That the guarantee hereinbefore contained shall not be affected by any change in the constitution of our Bank or in the constitution of the Bidder.
- (c) That any account settled between the Owner and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till:
  - i) the Bidder in case his bid is accepted by the Owner, executes a Concession agreement after furnishing the Performance Guarantee as per Clause A-22 of "Instructions to Bidders", or
  - ii) One hundred and eighty days from the proposal submission due date:
- (e) That the expression 'the Bidder' and 'the Bank' herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

4. THE CONDITIONS of this obligation are:

- (a) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Tender, or
- (b) if the Bidder does not accept the correction/s of his bid price in terms of the Instructions to Bidder.
- (c) if the Bidder having been notified of the acceptance of his Bid by the Owner during the period of Bid validity :
  - i) fails or refuses to furnish the Performance Security in accordance with Instructions to Bidders and/or
  - ii) fails or refuses to enter into a Contract within the time limit specified in the Instructions to Bidders.

We undertake to immediately pay to the Owner in ROHTAK the above amount upon receipt of his first written demand, without the Owner having to substantiate his demand provided that in his demand the Owner will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b) & (c) mentioned above, specifying the occurred condition or conditions.

Signature of Bank Official

STAMP/SEAL OF THE BANK

Signature of the witness

Name of the official

\_\_\_\_\_

Designation

Name of the Witness

\_\_\_\_\_

Address of Witness

\_\_\_\_\_

FORM OF PARENT COMPANY GUARANTEE

Brief	Description of	Contract
<hr/>		
Name	and Address of	Owner
<hr/>		
<hr/>		
<hr/>		

(together with successors and assigns.)

\_\_(hereinafter called the "Contractor) is submitting an offer in response to Owner's Request for Proposal and that the conditions of Owner's Request for Proposal require Contractor's offer to be supported by a parent company guarantee.

In consideration of the Owner awarding the Contract to the Contractor, we,\_\_\_\_, irrevocably and unconditionally guarantee to Owner as a primary obligation, the due performance of all the Contractor's obligations and liabilities under the contract, including the Contractor's compliance with all its terms and conditions according to their true intent and meaning.

If the Contractor fails to so perform his obligations and liabilities and comply with the terms and conditions of the Contract, we undertake to indemnify the Owner, on demand in writing by the Owner, against and for all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable under the Contract.

This guarantee shall be effective when the Contract becomes effective. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if the Owner enters into the contract with a person other than the Contractor, this guarantee shall become void and ineffective. This guarantee shall continue in full force and effect till such time it is confirmed by the Owner, in writing, that all the Contractor's obligations and liabilities under the Contract have been discharged.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Owner and the Contractor from time to time. We hereby authorize them to agree to any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Owner to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Owner, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the laws of India.

Any dispute or difference under this guarantee shall be referred for arbitration of the Commissioner of the Owner, and in case he is unable to so act, by any person nominated by him. The Arbitrator will be Commissioner, Rohtak Division, Rohtak. Any award made pursuant thereto shall be final and binding on us.

We confirm that we shall pay the amount demanded by the Owner pursuant to this guarantee notwithstanding the reference of any dispute relating thereto to arbitration as stipulated above.

We confirm that the benefit of this guarantee may be assigned in such manner as may be deemed appropriate by the Owner.

Date

Signature

**FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU)**

(On Non – judicial stamp paper of Rs 100/- or if in India or such equivalent document duly attested by Notary Public)

**This Memorandum of Understanding (MoU)** entered into this \_\_\_\_day of \_\_\_\_2011 at \_\_\_\_ Among M/s \_\_\_\_\_(hereinafter referred to as”\_\_\_\_”) and having registered office at \_\_\_\_\_**Member of the First Part and the Lead Partner** and M/s \_\_\_\_\_(hereinafter referred to as”\_\_\_\_”) and having registered office at \_\_\_\_\_**Member of the Second Part** and M/s \_\_\_\_\_(hereinafter referred to as”\_\_\_\_”) and having registered office at \_\_\_\_\_**Member of the Other Part**

The expressions of -----and ----- (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as” The Consortium” and / or “the Members” as the case may be and individually as “the Member”

**WHEREAS** Municipal Corporation, Rohtak (herein after called “Owner”) has invited national Bids for Construction, Operation, Maintenance and transfer of Bus Queue Shelters on BOT basis (name of the work) (herein after called the “Project”).

**AND WHEREAS** the Members have studied the Bid documents and had discussions for formation of a Consortium / JV for jointly bidding for the said Project for implementation, Operation, Maintenance and transfer of the Project (in case successful) and have reached an understanding on the following points with respect to the Members’ rights and obligations towards each other and their working relationship.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:**

That the Members will jointly submit the Bid Proposal for the said Project, execute and implement (in case successful) the same as per the terms & conditions, specifications and other obligations as per the Agreement with the Owner.

M/s ----- shall be the Lead Member of the CONSORTIUM / JV for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the offer, responding to queries and submission of information/ documents, execute and implement (in case successful) the Project as per the terms & conditions, specifications and other obligations as per the Agreement with the Owner with regard to the same on behalf of the consortium represent the Consortium in its dealing with the Owner and receive instructions for and on behalf of any or all Members of Consortium



All Members of the Consortium / JV shall be jointly and severally liable for the execution and due performance of the contract with the Owner in accordance with the contract terms

All members of the consortium/JV shall be bound by all acts, representations, deeds and things of the lead member with respect to the Bid/Project.

**ROLES AND RESPONSIBILITIES**

Following distribution of responsibilities will be followed in the event of the CONSORTIUM Proposal is accepted by Owner.

Sl. No.	Activities	Responsibilities

That, in case successful, M/s\_\_\_, and M/s\_\_\_, (the Members of the Consortium / JV) will carry out all responsibilities as Contractor in terms of the Agreement with the Owner and have the following share for the execution & due performance of the Contract with the Owner for the said Project

Name of Members	% of share
1. M/s.	
2. M/s.	
3. M/s.	

That this MoU shall be governed in accordance with the laws of India and Indian courts shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

That this MOU shall remain valid for the period of validity of the Offer submitted by the Consortium / JV and in case successful, till signing of the detailed Consortium Agreement for the due performance of the Contract with the Owner for the said Project.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

- Signed by**
1. First Party
  2. Second Party
  3. Other Party

- Witness:**
- 1.
  - 2.
  - 3.

## CHECK LIST

SI.No	Article No.	Description	Remarks
<b>Instruction to Bidders ( Outer Envelope)</b>			
1	A5 -1	The RFP Document downloaded from website (should accompany with Demand Draft of Rs 5,000/- as document package charges)	Yes/No
2	A 15	Bid Documents and amendments/clarifications are submitted duly signed on all pages	Yes/No
<b>Bid Security (Envelop A1)</b>			
3	A 8	Bid Security (Envelop A1) for Rs. 10.00 lacs is submitted in required format (Pledged TDR / BG )	Yes/No
<b>Request for qualification (Envelope A2)</b>			
1	Appendix 1	Letter of Application	Yes/No
1	B.1.1	In case of Joint venture /consortium the lead partner (and strategic partner, if required) should have minimum stake of 26%	Yes/No
2	B.1.2.1 & Appendix 3	Annual Turnover – Statement duly certified	Yes/No
3	B.1.2.1 & Appendix 3	Net Worth - Statement duly certified	Yes/No
4	Appendix 3	Audited Annual Reports for all members for last 3 years	Yes/No
5	B.1.2.2 & Appendix 4	Experience information - Design, construction .....etc.	Yes/No
7	Appendix 2	Firm Particulars, Ownership details, Contact information,	Yes/No
8	Appendix 2	Article of Association and Memorandum, Details of registrations etc	Yes/No
9	Appendix 2	General Experience Record	Yes/No
10	Appendix 6	Parent company Undertaking	Yes/No
11	Appendix 6A	MOU for Consortium/JV	Yes/No
12	B.4.3.5 Appendix 2	A power of attorney, authorizing the signatory of the Bid to commit the	Yes/No

SI.No	Article No.	Description	Remarks
		Bidder	
<b>Request for proposal technical (Envelope A 3)</b>			
1	C-4-1.1	Organisation Structure during construction, operation & maintenance	Yes/No
2	C-4-1-2	Construction schedule	Yes/No
3	C-4-1-3	Operation Schedule	Yes/No
4	C-4-1-4	Maintenance Schedule	Yes/No
5	C-4-1-5	Employment Schedule	Yes/No
6	C-4-1-6	Design Concept & Details	Yes/No
<b>Financial Proposal (Envelope B)</b>			
7	C-2	Table 1 Table 2 Table 3 Table 4 Appendix 8 (Given in Financial Bid – RFP Part C)	Yes/No Yes/No Yes/No Yes/No Yes/No

- Note: i. Only one figure shall be quoted for in Appendix – 8.  
ii. Copy of Check List shall be enclosed with Outer Envelope, Envelope A1, A2, A3 and B as indicated.

***PART C***  
***REQUEST FOR PROPOSAL(RFP)***

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## C-1 APPRAISAL OF THE DESIGN

### 1.1 Design Description

The conceptual design has been selected and approved by MCR and the drawing of which has been made the part of the tender documents. Minimum size of Bus Queue Shelter is 9 m x 2.50 m and size is 06 m x 2.2 m depending upon the availability of space. The detailed specifications have also been made the part of the tender documents.

The advertisement area is also indicated on the drawings and Article – 4 of Concession Agreement. **Alternative designs are not permitted.**

In addition, the bidders have to provide “Rain Water Harvesting” at all possible locations. Solar Panels and Batteries for lighting in BQS and for the advertisements is preferred option. Facilities for disabled/ handicapped persons are mandatory.

### 1.2 Planning

The Concessionaire shall construct structurally sound and aesthetically appealing facilities as per plans approved by the MCR. However, in areas where deviations are necessitated due to space or location constraints, the MCR may consider permitting such variations. The requisite services as may be essential from the users’ points of view would be provided by the Concessionaire.

### 1.3 Scope Of Works

The project scope would include the following major activities:

#### (1) Construction Works

This includes the following:

- (a) Design of BQS meeting the requirement and specifications.
- (b) Construction of modern user and environment friendly Bus-Queue-Shelters as per the design/drawings and specifications approved by MCR. Non completion of BQS within stipulated time period shall invite penalty as detailed in concession agreement.

**(2) Operational Management**

This includes Bus Queue Shelters operations i.e. regular cleaning of the shelter and its surrounding areas, functioning of user amenities, and commuter information, availability of basic infrastructure requirements such as electricity, proper drainage, waste removal, etc. and any other essential task/activities would form part of operations.

**(3) Maintenance Works**

It will include routine and periodic maintenance works in the Bus Queue Shelters but shall not be limited to the following:

- (a) Civil, electrical and mechanical works for the Bus Queue Shelters
- (b) Furniture and Equipment maintenance and servicing

**(4) Transfer of BQS**

On completion of concession period or prior termination of the contract, all the BQS shall be transferred to MCR as provided in the Concession agreement.

The bidder shall be solely responsible for employing adequate staff to perform the obligations as provided in concession agreement. The successful bidder shall be solely responsible for complying with all the applicable laws as well as for paying the salaries, wages, dues, PF & ESI etc. of such employees. No such employee shall be deemed to be employee of MCR for any purpose whatsoever.

**1.4 Services to Be Provided**

- i. **Water Supply Arrangement:** The Concessionaire shall arrange adequate water for general cleanliness of the Bus-Queue-Shelter.
- ii. **Electricity Supply:** The Concessionaire shall ensure adequate electricity supply for proper lighting of the Bus Queue Shelter and advertisements. MCR shall only facilitate the concessionaire for getting an electricity connection; however the concessionaire shall be solely responsible for arranging and providing the same

and bear all costs for Connection as well as regular payment of necessary charges. Concessionaire shall provide solar lighting at BQS (if opted).

- iii. **Landscaping:** The Concessionaire shall put flowering plants and other shrubs around each Bus Queue Shelter to the extent possible on both sides as per the approval of the MCR and maintain the same in good condition at all times.
- iv. **Cleaning of the Bus Queue Shelter:** The Concessionaire shall ensure regular cleaning of the Bus Queue Shelter.
- v. **Garbage Disposal:** The Concessionaire shall install litterbins as specified near the Bus Queue Shelter and disposal of the collected waste shall be the responsibility of the Concessionaire.
- vi. **Safety & Security:** The safety and security of the Bus Queue Shelter rests with the Concessionaire. The Concessionaire shall maintain security personnel, gadgets as required as part of the maintenance services.
- vii. Any other work as needed and agreed upon jointly by MCR and the concessionaire.

## **C-2 PROJECT COST**

The project cost would include the cost of construction comprising civil, electrical and other costs and the recurring annual cost associated with operation and maintenance of the BQS over the concession period. The concessionaire shall also pay required taxes such as service tax, advertising tax, entertainment tax, all local taxes etc.

## **C-3 REVENUE GENERATION SOURCES**

Advertisement is the only source of revenue from Bus Queue Shelters.

**Bidder is expected to make his own estimates of revenue before submitting their Proposals. No Claim shall be entertained in this regard at any stage.**



## **C-4 DETAILS TO ACCOMPANY RFP**

### **4.1 Technical Proposal**

The Bidder shall submit the following along with the Proposal in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

#### **4.1.1 Organizational Structure during Construction, Operation and maintenance period**

The Bidder shall submit their proposed organizational structure during Construction, operation and maintenance stages commensurate with targeted Project Completion Schedule and O & M manual which will form the basis of Employment Schedule. The Bidder shall also enclose CV's of the key persons including tasks assigned to them.

#### **4.1.2 Construction Schedule**

This shall consist of a detailed program of construction with supporting calculations, deployment of man and machine showing bar chart in sufficient details, beginning and completion of various sections of Work and the date and order in which the Bidder Proposes to carry out different parts of the Works. This construction schedule shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the Concession. The schedule shall, as a minimum, show the following details

- a. The requirement of taking over of sites in lot of 20 Bus Queue Shelter.
- b. Schedule of all major activities including procurement, material testing, construction activities etc.
- c. Completion of each lot of 20 Bus Queue Shelters.

It may be noted that the site handing over shall be in lots of 20 Bus Queue Shelters at a time and made progressively within one weeks from Commencement Date as per agreed schedule. The entire work has to be completed within 12 weeks from the Commencement Date; including testing of the same.

#### **4.1.3 Operation Schedule**

The operational schedule will consist of the procedures and practices to be followed in keeping the facility working and the processes followed for operations. Daily operational schedules for the BQS including housekeeping, security/ watch ward, lease agreement monitoring will form part of this schedule

#### **4.1.4 Maintenance Schedule**

Maintenance schedules would contain time schedules and scope of maintenance work to be taken up, under the routine maintenance and regular maintenance.

#### **4.1.5 Employment Schedule**

This shall consist of a chart showing deployment of monthly manpower (including skilled and unskilled labour of various categories) commensurate with the Construction Schedule and the Operation and Maintenance schedule.

#### **4.1.6 Patent Right**

Bidder shall have no rights what so ever regarding patent etc. of the design and nothing shall be claimed from MCR in this regard.

#### **4.2 Financial Proposal:**

**No details related to financial proposal is to be included in technical proposal.** The bidder would submit the financial Proposal giving the

##### **a) Cost estimates of Bus –Queue- Shelters**

The bidder shall prepare a cost (item wise) and cash flow estimates for executing the work, along with a break-up of the O & M expenses for the Concession Period (Table 1 and 2). The above information is required as backup and will not be used for evaluating the financial proposal.

##### **b) Revenue Generation Estimates**

The Bidder shall indicate the estimated Revenue Generation during the concession period (Table 3)

**c) Concession Fee**

The Minimum Concession Fee during the Concession Period is indicated in Table 4. The bidder shall quote a percentage above the Minimum Concession Fee that the bidder would pay to MCR as Concession Fee during the concession period in the prescribed format given in Appendix - 8. Please note that only one figure is to be quoted as percentage above, which shall be applied on the Minimum Concession Fee (as shown in Table 4) to calculate Concession Fee payable for various quarters. The concession fee shall be paid for each three months in advance.

Submission of RFP (Technical and Financial) by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Bidder alone to ensure that its RFP (Technical and Financial) is delivered at the prescribed address by the stated deadline.

**(FINANCIAL BID)**

**Table 1 – Construction Price Schedule**

*(Item-wise break up of construction cost to be indicated under the following heads)*

Sl. No.	Brief Item Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)	Sub Total (Rs.)
1	<b>CIVIL WORKS</b>					
	<b>Sub total for Civil Works</b>					
2	<b>Electrical Works (including Solar Panels etc.)</b>					
	<b>Sub total for Electrical Works</b>					
3	<b>Rain Water Harvesting and HORTICULTURE WORKS</b>					

	<b>Sub total for Rain water Harvesting and Horticulture Works</b>					
A	<b>TOTAL CONSTRUCTION (1+2+3)</b>					
4	Pre-Operative Expenses					
5	Interest During Construction (IDC)					
6	Contingencies					
7	Taxes, Works Tax etc					
8	Supervision including <b>Independent Engineer Costs</b>					
9	<b>Any Other Cost Head</b>					
B	<b>TOTAL LANDED PROJECT COST (A+4+5+6+7+8+9)</b>					

## FINANCIAL BID

**Table 2: Operation and Maintenance Price Schedule**

Sl. No.	Item	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Operation and Maintenance cost of BQS and facilities (equipments, tools & plants, spares & inventory etc)	Per year			
2	Operation and Maintenance cost of Electrical Charges	Per year			
3	Operation and Maintenance cost towards Manpower deployed	Per year			
4	Operation and Maintenance cost towards Administration	Per year			
5	Operation and Maintenance cost towards Security	Per year			
6	Any Other Costs	Per year			
		Per year			
	<b>TOTAL O &amp; M COST (Schedule 2)</b>				

## SUMMARY OF COSTS

Sl. No.	Schedule	Sub Total (Rs. Million)
1	TOTAL LANDED PROJECT COST (Table 1)	
2	TOTAL O & M COST (Table 2)	
	<b>GRAND TOTAL</b>	

## FINANCIAL BID

**Table 3: Revenue Estimates**

Year	Estimated Revenue
<b>1<sup>st</sup> Year</b>	
<b>2<sup>nd</sup> Year</b>	
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<b>10<sup>th</sup> Year</b>	

## FINANCIAL BID

**Table 4: Minimum Concession Fee**

Year	Minimum Concession FEE (Lacs of Rs.) during the Concession Period / per annual
First Year of Operation	3.00
Second Year of Operation	3.15
Third Year of Operation	3.47
Fourth Year of Operation	3.82
Fifth Year of Operation	4.20
Sixth Year of Operation	4.62
Seventh Year of Operation	5.08
Eighth Year of Operation	5.59
Ninth Year of Operation	6.15
Tenth Year of Operation	6.77
<b>Total</b>	<b>45.85</b>

Proportionate concession fee is to be paid for the completed BQS as per provisional certificates in lots of 20 BQS during Implementation Period which shall be additional to above.

The Concession Fee shall be worked out by adding the additional concession fee as % of Minimum Concession Fee as quoted in appendix 8 (see example below). The Concession Fee shall be paid quarterly (three months) in advance as provided in the concession agreement.

Example 1: say a quote of 10% above is filled in Appendix 8 then the concession fee shall be paid in the first year is  $Rs\ 3 \times 1.05 = 3.15$  lacs per annual.

In the second year the concession fee shall be  $Rs.\ 3.15 \times 1.1 = 3.47$  lacs per annual and so on.

## FINANCIAL BID

### Appendix 8

#### FORMAT FOR CONCESSION FEE

We agree to pay an additional monthly Concession Fee of.....% ( in words also) above Minimum annual Concession Fee per annual as indicated in Table 4.

We confirm that the above additional Concession Fee shall be paid to MCR in addition to minimum Concession Fee as given in Table 4.

**Authorised Signatory  
(with Stamp of the concessionaire)**

**Note:**

- a. Only one figure (in percentage) is to be quoted. Quoting of more than one figure will make the bid liable for rejection.
- b. The figure quoted should be in multiples of 0.5 %
- c. In case the highest bid being equal in respect of more than one bidders, the financial offer shall be submitted again by the highest bidders to break the tie (not lower than original bid).