

REQUEST FOR PROPOSAL

Installation, Operation and Maintenance of Street Lights in Sonapat in Lieu of Advertisement Rights on Public-Private-Partnership (PPP) basis

Details of Project:

This Request for Proposal (RFP) document is for the installation, operation and management of street lights on the stretch of road from Bahalgarh on National Highway 1 to Osram Chowk in Sonapat (approximately 6.3 kilometers) in lieu of Advertisement Rights on Public-Private-Partnership (PPP) basis.

Notes:

This RFP Document consists of:

- Part 1: Project Background, Instruction to Bidders and Bidding Formats
- Part 2: Authorisation Agreement, to be entered into by Municipal Council of Sonapat with the Successful Bidder

PART 1 – REQUEST FOR PROPOSAL

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DISCLAIMER

The Municipal Council of Sonapat (MCS) has taken adequate care in the preparation of the Request for Proposal (RFP). Nevertheless, the Bidder should satisfy itself that the RFP is complete in all respects. Intimation regarding any discrepancy shall be given to this office immediately. If no intimation/clarification is received by this office from any Bidder on or before the scheduled date of pre-bid meeting, it shall be considered that the issued document is complete in all respects.

The RFP does not address concerns relating to diverse investment objectives, financial situation and particular needs of each party. The RFP is not intended to provide the basis for any costing/investment decision and each prospective Bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the Project. No person has been authorized by MCS to give any information or to make any representation not contained in the RFP document.

Neither MCS, nor its employees, consultants, advisors accept any liability or responsibility for the accuracy or completeness of RFP nor make any representation or warranty - express or implied.

1 PROJECT BACKGROUND

1.1 BACKGROUND

Sonepat town in the district of Sonapat is situated near the National Highway 1 and is surrounded by the district of Panipat to the north, district of Rohtak to the west, state of Uttarakhand to the east and Delhi to the south. The town is about 50 km from Delhi. Sonepat is surrounded by the industrial estates of Rai and HSIDC. Sonepat is essentially a service centre catering to the industrial sector around the city.

According to Census 2001, Sonepat town had a population of 214,974. The city has registered a growth of around 49% in the period from 1991 to 2001, growing at a CAGR of 4.1%. The Municipal Council of Sonepat (MCS) is the ULB with jurisdiction over an area of about 22.50 square kilometres (sq km). There are 31 wards which fall under the purview of MCS. MCS is largely responsible for the provision of urban services within this area, covering repair and construction of road, development and maintenance of street lighting, maintenance of parks, collection and disposal of solid waste, providing sanitation facility, registration of birth and death, fire brigade, etc. MCS is administratively headed by an Executive Officer (EO), assisted by the Municipal Engineer (ME), the Chief Sanitary Officer and other officials. The elected body is headed by a President and comprises Councillors elected from each ward.

The MCS intends to enter into a Public-Private-Partnership (PPP) arrangement for installation of street lights on the road from Bahalgarh on National Highway 1 to Osram Chowk in Sonepat, a stretch of 6.3 kilometres of road. Therefore, MCS invites bids from private operators for the installation, operation and maintenance of street lights along the stretch. MCS proposes to award advertisement rights on the proposed stretch of road covered by the project to allow the successful bidder to recover the investments and expenses related to installation and operation and maintenance (O&M) of street lights. For this purpose MCS shall enter into an Authorisation Agreement with the Successful Bidder for a period of 5 years.

1.2 PPP PROJECT STRUCTURE

In brief, the proposed structure of the PPP Project is as follows:

- a) The Successful Bidder shall at its own cost install the street lights along with all poles, fixtures, fittings and related civil works on the 6.3 kilometre stretch within the stipulated time and operate and maintain the same for the prescribed Authorisation Period.
- b) The Successful Bidder shall also install, operate and maintain unipoles for display of advertisements as per the relevant terms and conditions of the Authorisation Agreement. A total of twenty one (21) unipoles can be installed, each with two hoardings with the maximum size of each hoarding being 20 feet by 10 feet.
- c) The Successful Bidder shall also install hoardings on every street light pole (around

315 poles) for the display of advertisements, with two hoardings per street light pole. Each hoarding on street light poles shall have a maximum area of 3 feet by 2 feet.

- d) The Successful Bidder shall be free to charge the end users for advertising on unipoles and street light poles subject to applicable law and collect/appropriate such revenues during five years commencing from the commercial operations date.
- e) The Successful Bidder shall be required to pay Advertisement Premium to MCS in the form of five equal annual instalments. The selection of the Successful Bidder from among the eligible bidders responding to this RFP shall be made on the basis of the maximum Advertisement Premium offered.
- f) MCS shall enter into an Authorisation Agreement with the Successful Bidder. The Authorisation Agreement forms Part II of this RFP document.
- g) The Installed Facilities comprising the street lights, unipoles and hoardings shall be handed back free of cost to the MCS by the Successful Bidder after the expiry of the Authorisation Period or on termination of the Authorisation Agreement.

1.3 ELIGIBILITY CRITERIA

- a) The following will be eligible for bidding for the Project:
 - i. Companies
 - ii. Partnership firms
 - iii. Individuals/Sole proprietorship firms
 - iv. Association of Persons, and
 - v. Consortium of two or three members.
- b) The estimated investment for the Project is in the range of Rs. 100 to Rs. 150 lakhs.¹ Prior experience in installation of street lights or outdoor advertising is not necessary and the Successful Bidder may appoint contractors for carrying out various activities subject to the terms and conditions in this regard as specified in the Authorisation Agreement. However, bidders are advised to ensure that they have the required capability in terms of skills and resources for installation and O&M of street lights and the marketing of outdoor advertising space either available in-house or that they are in a position to appoint suitable contractors for these activities. In particular, it may be noted that the Successful Bidder will retain the sole responsibility for the performance of its obligations under the Authorisation Agreement.

¹ The private player will incur a one-time cost for installation/construction of street light poles and street lights. The total cost to be incurred by private player for installation of street light poles will be around Rs. 45-60 lakh. The total investment on account of installation of 630 HPSV of 70 watts will be around Rs. 20-30 lakh. The investments by the private player on general infrastructure like wiring, meters, switches, etc. for providing electricity to street lights will be around Rs. 10-20 lakhs. The total cost to be incurred by private player for installation of unipoles for advertisements will be around Rs. 20-30 lakhs.

- c) In case of a Bidding Consortium:
- i. The Bidding Consortium should be limited to only 3 (three) members.
 - ii. The members of the Bidding Consortium shall furnish a Power of Attorney duly signed by authorised representative(s) of the members as per the format set out in Exhibit 3 for designating the Lead Consortium Member.
 - iii. The bid shall be signed by the duly authorised signatory of the Lead Consortium Member and shall be legally binding on all the members of the Bidding Consortium.
 - iv. All the members of the Bidding Consortium shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Authorisation Agreement.
- d) Any entity which has been barred by the Central or State Government or by MCS from participating in any project or bid and the bar subsist as on the date of submission of bid will not be eligible either individually or as a member of consortium to participate in the bid.

2 DESCRIPTION OF THE SELECTION PROCESS

2.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the RFP would be required to be submitted in two separate sealed covers as indicated below.

Cover 1: Financial Capability

Cover 2: Commercial Bid

The Bids received would be subject to a prima-facie check for responsiveness followed by a step-wise evaluation procedure as described below.

2.2 STEP 1: RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinised to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the following conditions:

- a) It is not received by the due time and date as specified;
- b) It does not contain sufficient information for it to be evaluated and/or is not in the formats specified;
- c) It is not signed and /or sealed in the manner and to the extent indicated in Section 3 of this RFP Document;
- d) It is not accompanied by a valid Bid Security;

The Bid shall be considered to be substantially responsive if it conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a) Affects in any substantial way, the scope, quality, or performance of the Project, or
- b) Limits in any substantial way, inconsistent with the RFP document, MCS's rights or the Bidder's obligations under this Authorization Agreement, or
- c) Unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

A bid once declared as “non-responsive” and rejected, cannot be made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

The Bids of “Responsive” Bidders shall be evaluated in the following steps:

2.3 STEP 2: EVALUATION OF FINANCIAL CAPABILITY (COVER 1)

In this stage the financial capability of the Bidder in undertaking the Project would be assessed. The Bidders would be evaluated on parameters as defined in Section 4.1, (Criteria for Financial Capability) and the Bidders found to be financially qualified would be eligible for the next stage of the selection process. The Commercial Bid (Cover 2) of the

Bidders not found to be financially qualified would be returned unopened.

2.4 STEP 3: EVALUATION OF COMMERCIAL BID (COVER 2)

Evaluation of the commercial Bids would be undertaken as detailed in Section 5. A ranked list (in the descending order of the price quoted viz, L1, L2.....Ln) of Bidders based on the results of the evaluation would be prepared. The top three ranked Bidders shall be retained till the signing of the Authorization Agreement with the Successful Bidder.

Subsequent to this process, the Letter of Allotment (LoA) would be issued to the Successful Bidder by the MCS. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Authorization Agreement. MCS will promptly notify other Bidders that their Bid has been unsuccessful and their Bid Security will be returned within 30 days without interest on the signing of the Authorization Agreement with the Successful Bidder. The Successful Bidder shall have to enter into an Authorization Agreement within 21 (twenty one) days from date of issue of the LoA. The Successful Bidder on the date of signing of the Authorization Agreement shall:

- a) Pay the first yearly Advertisement Premium amount in the form of a demand draft/bank guarantee from a nationalised/ scheduled bank drawn in favour of the "The Executive Officer, Municipal Council of Sonapat" payable at Sonapat,
- b) Furnish Performance Security by way of irrevocable Bank Guarantee issued by a nationalised/ scheduled bank located in Sonapat in favour of MCS, as required under the Authorisation Agreement.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, MCS reserves the right to

- (a) either invite the next best Bidder for negotiations OR
- (b) call for fresh bids OR
- (c) take any such measure as may be deemed fit in the sole discretion of MCS, including annulment of the bidding process.

2.5 GENERAL COMPLIANCE CRITERIA

1. Each bidder shall submit a Power of Attorney as per the format enclosed in Exhibit 2, authorizing the signatory of the Bid to commit the Bidder.
2. The bidder shall also submit with the Bid an undertaking in the requisite format specified in Exhibit 5 on an Indian non-judicial stamp paper of Rs. 100. This undertaking is an affirmation from the bidder with respect to the authenticity of information/ documents furnished along with the Bid. Any deviation in material facts in respect to information/ documents furnished by the bidder in this respect is noted at any point of time (i.e. at the time of submission or after signing the Authorization Agreement) then the bid can be disqualified or will make the Successful bidder liable for breach of contract in case the discrepancy is noted after the signing of Authorization Agreement.

2.6 TIME TABLE AND MILESTONES

Milestones	Time and Dates
Issue of Request for Proposal to Bidders	9 th November, 2009 till 30 th November, 2009
Pre-bid Meeting	14:00 hours, 25 th November, 2009
Last date for submission of Bid	14:00 hours, 15 th December, 2009
Public bid opening	14:00 hours, 5 th January, 2010

In order to meet the above target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. MCS shall adhere to the above schedule to the extent possible. MCS, however, reserves the right to modify the same and the intimation to this effect shall be given to all the Bidders.

The pre-bid conference will be held in the office of MCS in Sonapat at 14:00 hours on 25th November, 2009. The Commercial Bid (Cover 2) of the Bidders found to be financially qualified would be opened in public bid opening which will be held in the office of the MCS in Sonapat on 5th January, 2010.

3 PROCEDURES TO BE FOLLOWED

3.1 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

To
The Executive Officer,
Municipal Council of Sonapat,
Sonapat
Haryana
Phone: 0130-2242996
Fax: 0130-2260100

It may kindly be noted that all the Clarifications should be faxed to 0130-2260100 and the same may kindly confirmed by making call to 0130-2242996. Copy of the same may be emailed at eo_sonapat@rediffmail.com or couriered to the above address.

Data to the extent available has been indicated in the RFP document and the bidders are suggested to make their own investigations and collect additional data for preparation of the Bid.

MCS will endeavour to hold the pre-bid meeting as per the time schedule. Attendance of the Bidders at the pre-bid meeting is not mandatory. However, subsequent to the meeting, MCS may not respond to queries from any Bidder.

MCS shall aggregate all such clarifications, without specifying the source of clarifications, and shall prepare a response, which shall be distributed to all parties who have procured the RFP Document. It may be noted that queries in writing would be entertained only from those parties who have been provided this Document.

3.2 AMENDMENTS TO THE RFP

1. At any time prior to the last date for Receipt of Bid as indicated in the RFP Time Schedule, MCS may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda.
2. Any Addendum thus issued would be in writing and sent to all the Bidders who have received and acknowledged the RFP document and shall be binding upon them. Bidders shall promptly acknowledge receipt thereof to MCS.
3. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, MCS may, at its discretion, change the last date for receipt of Bid.

3.3 SUBMISSION OF THE BID

Financial Capability (Cover 1)

The Bidder shall place one (1) original + two (2) copies of the Financial Capability as

described in Exhibit 6 in a sealed envelope, which shall be inscribed as under:

Financial Capability (Cover 1)

Submitted by: _____ (name of Bidder)

The Bidder shall clearly mark the original cover submission as "ORIGINAL" and the 2 copies as "COPY". In the event of discrepancy between the original and the copy, the original shall prevail. The original and copy of the Bid shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY". The original and copy of the Bid should then be sealed in one common envelope.

In addition to the information submitted on Financial Capability as per Exhibit 6, this cover shall have the following documents which shall form part of the section entitled as "Other Submissions":

- (a) Covering Letter as per Exhibit 1
- (b) Power of Attorney for the authorised representative as per Exhibit 2
- (c) Solvency certificate to an extent of Rs. 1 crore
- (d) Power of attorney for the designated lead consortium member in case of bidding consortium as per Exhibit 3.
- (e) Description of the Bidding Company as per Exhibit 4
- (f) Undertaking as per Exhibit 5
- (g) Commercial bid format as per Exhibit 7
- (h) Covering Letter accompanying modifications, if any, to Commercial Bid for Accepted Conditions as per Exhibit 8
- (i) Demand Draft or Bank Guarantee as per Exhibit 9.

Commercial Bid (Cover 2)

The Bidder shall place one (1) original + two (2) copies of the Commercial Bid in a sealed envelope, which shall be inscribed as under:

Commercial Bid (Cover 2)

Submitted by: _____ (name of Bidder)

The Information to be submitted by the Bidders in the Commercial Bid (Cover 2) is described in Section 5. Bidders are required to submit the Commercial Bid in the format as given in Exhibit 7. It may be noted that Bids of bidders, which do not contain the Commercial Bid as specified above, would be considered invalid and liable for rejection.

The Bidder shall clearly mark the original cover submission as "ORIGINAL" and the 2 copies as "COPY". In the event of discrepancy between the original and the copy, the original shall prevail. The original and copy of the Bid shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY". The original and copy of the Bid should then be sealed in one common envelope.

Submission of the Bid

The two covers of the Bid (i.e. Cover 1 and 2) organised as above shall be placed in a sealed outer envelope or a box, with the following inscription:

To,

The Executive Officer,
Municipal Council of Sonapat,
Sonapat,
Haryana

“Bid for Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership (PPP) basis in Sonapat”

“Submitted by: Name, Address and Contact Phone Number(s) of the Bidder”

If the envelopes are not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and liable for rejection. MCS assumes no responsibility for the misplacement or premature opening of the Bid submitted if the same is not in accordance with the prescribed format.

The Bidder can submit the Bid by registered post/ courier or submit the Bid in person, so as to reach the under mentioned address on the date and time as communicated in the pre-bid meeting as stipulated in Section 2.6 of the RFP document. MCS shall not be responsible for any delay in submission of the Bids. Any Bid received by MCS after the deadline for submission of the Bids stipulated in Section 2.6 shall not be opened.

3.4 INITIALLING OF THE BIDS

Each page of the Bid should be initialled by the Authorised Representative (as defined in Section 3.5), of the Bidding Company.

3.5 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the Covering Letter as per the specified formats may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. Bidders may note that MCS will not entertain any deviations to the RFP at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Authorization Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.
4. The solvency certificate provided by the Bidder shall be issued by nationalised/scheduled bank to an extent of Rs. 1 (one) crore in respect to the implementation of this project.
5. The Bid and all related correspondence and documents shall be written in the English language only. Supporting documents and printed literature furnished by the Bidder along with the Bid may be in any other language, provided that they are accompanied by an appropriate translation into English. Supporting materials

that are not translated into English will not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.

6. No change in, or supplementary information to a Bid shall be accepted once submitted. However, MCS reserves the right to seek additional information from the Bidders if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MCS, may be a ground for rejecting the Bid.
7. The currency for the purpose of the Bid shall be the Indian Rupee (INR).
8. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, MCS reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
9. No Bidding Company can propose to be a member of more than one Bidder for submission of the Bid for the Project. A single entity cannot propose to be member of more than one Bidder.
10. The Bidder should designate one person (“Authorised Representative,”) authorised to represent the Bidder in its dealings with MCS. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the “Authorised Representative”. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the entity thereof.
11. MCS also reserves the overriding right to reject any Bid pursuant to any change in the composition of the Bidding Company without ascribing any reasons whatsoever.
12. MCS reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
13. MCS reserves the right to invite revised Bids from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
14. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MCS reserves the right to vet and verify any or all information submitted by the Bidder. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MCS, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of MCS and if MCS is adequately satisfied.
15. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MCS shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
16. The Bidder may carry out Project site visit at any time at their cost.

17. The Bidder shall have to submit as a part of the Bid submission, a signed copy of the Authorization Agreement as a full acceptance of the Authorization Agreement. Thus, the successful bidder will not have any scope for negotiations on the terms and conditions of the Authorization Agreement at the time of signing the Letter of Allotment.

3.6 BIDDER'S RESPONSIBILITY

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk. It shall be deemed that prior to the submission of Bids, the Bidder has:

- 1) Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document
- 2) Received all such relevant information as it has requested from MCS; and
- 3) Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - a) Bidders own validation of the project site, location of the proposed road for installation of street lights along with all fixtures, fittings, pole and related civil works and other existing facilities and structures.
 - b) Clearances obtained by MCS for the Project; and
 - c) All other matters that might affect the Bidder's performance under the terms of this RFP document.
- 4) MCS shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.7 VALIDITY OF TERMS OF THE BID

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than 180 days from the last date for submission of the Bid. Non-adherence to this requirement will be a ground for declaring the Bid as non-responsive. However, MCS may solicit the Bidder's consent for extension of the period of validity. Such request for extension shall be made by MCS in writing. The Bidder agrees to reasonably consider such a request and shall send its response in writing. A Bidder accepting MCS request for extension of validity shall not be permitted to modify his Bid in any other respect.

3.8 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

Bid Security

Bidders are required to submit a Bid Security for an amount equal to Rs. 2,00,000/- (Rupees Two Lakhs only). The Bid Security shall be in the form of a demand draft/bank guarantee drawn in favour of, "The Executive Officer, Municipal Council of Sonapat" from a nationalised/ scheduled bank payable at Sonapat.

Bids of Bidder(s), who fail to furnish the above bid security, shall be liable for rejection by MCS as non-responsive.

Subject to the other clauses of this section, MCS shall reserve the right to forfeit the Bid Security under the following circumstances:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 3.7 (or as may be extended).
- (b) If the Bidder, for the period of Bid validity:

- i) In MCS's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from MCS in this regard.
- ii) Refuses to accept the Letter of Allotment.

In the event that any Bidder is not found to be Financially Qualified (i.e. for Financial Capability), then the Bid Security of such Bidders can cease to be in force upon return of the unopened Cover 2 of their Bid. The Bid Security in such cases shall be returned to the respective Bidders within 30 days from such cessation without interest.

The Bid Security of the unsuccessful Bidders (after opening of Cover 2) will be returned after 30 days without any interest, following the signing of the Authorization Agreement by the Successful Bidder.

The Bid Security of the Successful Bidder shall be required to be maintained till the signing of the Authorization Agreement.

3.9 NON ASSOCIATION WITH PROJECT ADVISORS

MCS has retained CRISIL Risk and Infrastructure Solutions Limited as Project Advisors for assistance in the selection process. The Bidders are required not to have any association with the members, or attempt to exercise undue influence on the members, of the Project Advisory Team or to influence from the date of receipt of this document till the completion of the selection process. Non-conformance with this requirement is a sufficient condition for the disqualification of any bidder from the selection process.

3.10 CONSEQUENCES OF NOT ADHERING TO THE PROCESS

The consequences of not adhering to the specific procedures laid hereinabove will lead to rejection of the Bid.

3.11 RIGHT TO REJECT THE BID

MCS is not bound to accept any of the Bids submitted. MCS reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever. Any bidder shall have no cause of action or claim against MCS or its officers, employees, successors or assignees for rejection of their Bid.

4 EVALUATION OF FINANCIAL CAPABILITY (COVER 1)

The bidders would be evaluated on eligibility criteria as defined in Section 4.1. The Bidders found to be financially capable would be eligible for the next stage of the selection process.

4.1 MINIMUM ELIGIBILITY CRITERIA: FINANCIAL CAPABILITY

The Bidder shall satisfy the following criteria to qualify for the Project.

- (a) Average Net Cash Accruals of the Bidder over the last three completed financial years shall be at least Rs. 1 (one) crore.

The Bidders should provide information regarding the above based on audited annual accounts for the respective financial years. The financial year would be the same as the one normally followed by the Bidder for its annual financial statement.

The Bidder should furnish the details of experience and furnish evidence to support its claim as per Exhibit 6. In case of a bidding consortium, the average net cash accruals of all the members of the consortium will be added as per Exhibit 6.

4.2 EVALUATION PROCESS

A Bidder qualifying on all of the Financial Capability criteria would be considered Financially Capable. Only those Bidders who are found to be Financially Capable would be considered for further evaluation.

4.3 FINANCIAL CAPABILITY INFORMATION FORMATS

The information format for submission of the Financial Capability information is detailed in Exhibit 6. The Bid must be accompanied by the audited annual financial statements of the Entity to be evaluated for Financial Capability for the last three financial years. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for three years preceding the latest financial year would have to be provided, failing which the Bid will be rejected as non-responsive.

5 EVALUATION OF COMMERCIAL BID (COVER 2)

5.1 OBJECTIVE OF COMMERCIAL BID EVALUATION

The Commercial Bid evaluation seeks to select the entity offering the best commercial terms.

5.2 COMMERCIAL BID PARAMETERS

The Commercial Bids of all the Bidders would be evaluated on the basis of the quoted Advertisement Premium payable to the Municipal Council of Sonapat.

The information provided shall be evaluated as per the format detailed in Exhibit 7. The bidders are requested to note that the Advertisement Premium has to be quoted only in Indian rupees. Any bids received with the Advertisement Premium quoted in any other currency or any combination with any other currency will be treated as non-responsive. The Advertisement Premium quoted should be inclusive of all taxes.

5.3 EVALUATION OF COMMERCIAL BID

The Bidders shall quote the advertisement premium payable every year. The advertisement premium payable every year should be of same amount. The annual financial quotes of advertisement premium of each bidder for each year shall be summed up to arrive at the total advertisement premium payable by a bidder to MCS over the Authorisation Period. The Commercial Bids would be then ranked in descending order of the total advertisement premium over the period of five years, with the Bidder quoting the highest total advertisement premium ranked first and the Bidder quoting the second highest total advertisement premium ranked as second and so on.

The Bidders ranked first in accordance with the above procedure would be declared as the Successful Bidder. The annual advertisement premium quoted for each year shall be paid as per the designated time schedule mentioned under the Authorization Agreement.

Bidders are requested to note that the advertisement premium quoted should not have any conditionality attached or deviations from the Authorization Agreement as indicated in the RFP document. Bids with conditions attached may be treated as non-responsive and liable for rejection at the discretion of MCS.

In the event that two or more Bidders, have the same highest total advertisement premium in the Commercial Bid, MCS may invite fresh Commercial Bids from such Bidders. This process shall be repeated for three times if similar situation arises. However, even after taking such repeated steps the situation remains unchanged then the bid selection would be settled through drawing of lots among the tied bidders.

5.4 COMMERCIAL BID: INFORMATION FORMATS

The information requirements and guidelines for submission of the Commercial Bid are detailed in Exhibit 7.

EXHIBIT – 1: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidding Company along with the Cover 1 of the Bid. To be provided on the Company's letterhead)

Date:

Place:

To,
The Executive Officer,
Municipal Council of Sonapat,
Sonapat,
Haryana

Dear Sir,

Sub: Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership (PPP) basis in Sonapat

Please find enclosed one (1) original + two (2) copies of our Bid in respect of the project, **"Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership (PPP) basis in Sonapat"** in response to the *Request for Proposal* ("RFP") Document issued by the MCS dated ----, 2009.

We hereby confirm the following:

1. The Bid is being submitted by _____ (*name of the Bidding Company*) who is the Bidding Company, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by MCS and in any subsequent communication sent by MCS. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from MCS.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We confirm that our Commercial Bid does not contain any Conditions.
5. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. A Power of Attorney from the Bidding Company authorising the undersigned as the Authorised Representative who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a

part of the Bid.

7. We confirm that our Bid is valid for a period of 180 days from the last date of submission of the Bid.

For and on behalf of :

Signature :
(Authorised Representative and Signatory)

Name of the Person :

Designation :

Enclosures: Power of Attorney

EXHIBIT – 2: FORMAT OF POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the project "Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership (PPP) basis in Sonapat", including signing and submission of all documents and providing information / responses to Municipal Council of Sonapat ("MCS"), representing us in all matters before MCS, and generally dealing with MCS in all matters in connection with our Bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____ (Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Registration Department of the Government of Haryana.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case an authorised Director of the Bidder signs the Bid, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.

EXHIBIT – 3: FORMAT FOR POWER OF ATTORNEY FOR DESIGNATED LEAD CONSORTIUM MEMBER (IN CASE OF BIDDING CONSORTIUM)

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas Municipal Council of Sonapat ("MCS") has invited Bids from interested parties for the Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership basis at Sonapat in Haryana.

Whereas, the members of the Bidding Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Bidding Consortium to designate the Lead Consortium Member with all necessary power and authority to do for and on behalf of the Bidding Consortium, all acts, deeds and things as may be necessary in connection with the Bidding Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Bidding Consortium, as may be necessary in connection with the Bidding Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Second Consortium Member) (the name and addresses of the registered office) and M/s. _____ (Third Consortium Member) (the name and addresses of the registered office) do hereby designate M/s. _____ (the name and addresses of the registered office) being members of the Bidding Consortium, as the Lead Consortium Member of the Bidding Consortium, to do on behalf of the Bidding Consortium, all or any of the acts, deeds or things necessary or incidental to the Bidding Consortium's bid for the Project, including submission of Bid, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Bidding Consortium in all its dealings with MCS, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Authorization Agreement is entered into with MCS.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Consortium Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us / Bidding Consortium.

Dated thisDay of2009

.....

(Executants) - (To be executed by all the members of the Bidding Consortium)

Executants

Address _____

Dated _____ day of _____ 2009

Signature of Executant

Witness

Address _____

Dated _____ day of _____ 2009

Signature of Witness

Witness

Address _____

Dated _____ day of _____ 2009

Signature of Witness

Note: To be executed only in case of a Bidding Consortium and 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.

EXHIBIT – 4: DESCRIPTION OF THE BIDDING COMPANY/CONSORTIUM

Details of Bidding Company:

Name of the Bidding Company	
Address of the Registered/ Head Office of the Bidding Company	
Contact Number:	
Certificate of Incorporation/ Commencement Certificate	

Details of a Bidding Consortium:

Name of the Lead Consortium Member	
Address of the Registered/ Head Office of the Bidding Company	
Contact Number:	
Certificate of Incorporation/ Commencement Certificate	

Name of the Second Consortium Member	
Address of the Registered/ Head Office of the Bidding Company	
Contact Number:	
Certificate of Incorporation/ Commencement Certificate	

Name of the Third Consortium Member (if applicable)	
Address of the Registered/ Head Office of the Bidding Company	
Contact Number:	
Certificate of Incorporation/ Commencement Certificate	

EXHIBIT – 5: FORMAT FOR UNDERTAKING

(To be executed on a Non-judicial Rs. 100 Stamp Paper as per the Stamp paper Act prevailing in the State of Haryana)

The information/ documents submitted by us are true to our knowledge and if the information/ documents so furnished shall be found to be untrue or false, the tender shall be liable to be disqualified and our Bid security accompanying the Tender will be forfeited.

Also we are aware that if the information/ document furnished is found to be untrue or false during the currency of contract, then our contract is liable to be terminated.

We hereby declare that we have made ourselves thoroughly conversant with the specifications, conditions laid by MCS for this tender and we have understood the same before submitting this tender.

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

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

We agree that the amount of Bid security shall be liable to be forfeited by MCS, should we fail to abide by the stipulation to keep the offer open for a period of not less than 180 days from the date fixed for opening the same and thereafter until it is withdrawn by us by the notice in writing duly addressed to the authority opening the Tenders.

Tenderer _____

Address _____

Dated the _____ day of _____ 2009

Signature of Tenderer

Witness

Address _____

Dated _____ day of _____ 2009

Signature of Witness

EXHIBIT – 6: INFORMATION FORMAT FOR FINANCIAL CAPABILITY

Information Format for Bidding Company:

Name of Bidder	Average Net Cash Accruals (Rs. Crores)*	Average Net Cash Accruals (Rs. Crores)*		
		Year 1	Year 2	Year 3

Information Format for a Bidding Consortium:

Name of Bidder	Average Net Cash Accruals (Rs. Crores)*	Average Net Cash Accruals (Rs. Crores)*		
		Year 1	Year 2	Year 3
Lead Consortium Member				
Second Consortium Member				
Third Consortium Member				

*As per audited annual financial statements of latest completed financial year

The Bidder/members of a Bidding Consortium should provide the Financial Capability based on its own financial statements.

General Instructions:

Net Cash Accruals

For company = (Profit after Tax + Depreciation)

For Partnership/Sole Proprietorship firm = (Profit after Tax + Depreciation + Salary/Emoluments paid out to Partners)

The Bidder shall provide the audited annual financial statements for the last three years as on 31st March 2009. Failure to do so would be considered as a non-responsive bid.

The Bidder shall provide the audited annual financial statements as required for this RFP. Failure to do so would be considered as a non-responsive bid.

The Bidder should clearly indicate the calculations and references in the financial statements in arriving at the above numbers in an attached worksheet.

This submission shall be certified by the statutory auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

EXHIBIT – 7: COMMERCIAL BID FORMAT

(To be provided on the letterhead of the Bidding Company)

Date:

Place:

To,
The Executive Officer,
Municipal Council of Sonapat,
Sonapat,
Haryana

Dear Sir,

Sub: Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership (PPP) basis in Sonapat

Please find enclosed our Commercial Bid in respect to our obligation that has been elaborated under the Authorization Agreement for the project **Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership (PPP) basis in Sonapat** in response to the Request for Proposal (“RFP”) Document issued by the MCS dated ___ 2009.

Amount to be paid in each annual installment for five years

In Figures	Amount in Words
<i>[..As per Successful Bidder's Commercial Proposal..]</i>	

Total amount to be paid over the Authorisation Period

In Figures	Amount in Words
<i>[..As per Successful Bidder's Commercial Proposal..]</i>	<i>[..Five times the annual installment mentioned above..]</i>

The above figures shall be inclusive of all taxes.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Bidder and the Company Seal)*

Signature : *(Authorised Representative and Signatory)*

Name of the Person :

Designation :

Note:

In case of a discrepancy between the Advertisement Premiums expressed in figures vis-à-vis the Premium expressed in words, the latter shall govern.

**EXHIBIT – 8: PROFORMA OF COVERING LETTER ACCOMPANYING
MODIFICATIONS, IF ANY, TO COMMERCIAL BID FOR ACCEPTED CONDITIONS**

(To be provided later in case modifications are circulated by MCS. To be provided on the letterhead of the Bidder)

Date:

Place:

To,
The Executive Officer,
Municipal Council of Sonapat,
Sonapat,
Haryana

Dear Sir,

Sub: Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on Public Private Partnership (PPP) basis in Sonapat

We, the undersigned Bidder, would like to submit modifications to our Commercial Bid in response to the Common Accepted Conditions issued by MCS. Please find enclosed the same.

1. We confirm that our “Final” Commercial Bid (“Initial” Commercial Bid read in conjunction with the modifications submitted herewith) conforms to all the terms and conditions stipulated in the Request for Proposal Document.
2. We confirm that our Final Commercial Bid is FINAL in all respects and contains NO further conditions (other than the Common Accepted Conditions declared by MCS.)
3. We confirm that, the information submitted in our FINAL Commercial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this FINAL Commercial Bid in the event that we are finally selected.

Thanking you,

Yours sincerely,

For and on behalf of : *(here enter the name of the Bidder and the Company Seal)*

Signature : *(Authorised Representative and Signatory)*

Name of the Person :

Designation :

EXHIBIT – 9: FORMAT OF BANK GUARANTEE FOR BID SECURITY

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank having its office at Sonapat) having its Head / Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

In favour of

Municipal Council of Sonapat (hereinafter called “MCS”), having its office at Municipal Council of Sonapat, Haryana which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

WHEREAS M/s. _____ Ltd., a Company registered under provisions of the Companies Act, 1956 having its registered office at _____ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, has bid for Installation, Operation and Maintenance of Street Lights in Lieu of Advertisement Rights on PPP basis at Sonapat in Haryana (hereinafter referred to as “the Project”).

1. In terms of Section 3.8 of the Request for Proposal Document issued in respect of the Project (hereinafter referred to as “RFP Document”) the Bidder is required to furnish to MCS an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ Only) as Bid Security.
2. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor, as primary obligor shall, without demur, pay to MCS an amount not exceeding Rs. 2,00,000/- (Rupees Two Lakhs Only) within 5 days of receipt of a written demand from MCS calling upon the Guarantor to pay the said amount and stating that the Bid Security provided by the Bidder has been forfeited in terms of Section 3.8 of the RFP Document.
2. Any such demand made on the Guarantor by MCS shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
3. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of MCS is disputed by the Bidder or not.
4. This Guarantee shall be irrevocable and remain in full force for a period from _____ (date) _____ (date) or for such extended period as may be mutually agreed between MCS and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder / the Guarantor or any absorption, merger or amalgamation of the Bidder / the Guarantor with any other person.
6. In order to give full effect to this Guarantee, MCS shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RFP Document or other documents or by extension of time of performance of any obligations granted

to the Bidder or postponement / non exercise / delayed exercise of any of its rights by MCS against the Bidder or any indulgence shown by MCS to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of MCS or any indulgence by MCS to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

7. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF, The Guarantor through its authorised officer has set its hand and stamp on this ____ day, ____ month and ____ year first hereinabove written.

(Signature)

Full name and official address of authorised official of the Bank with stamp

Power of Attorney no. _____

Date _____

Witness no.1

Witness no.2

