

**MUNICIPAL CORPORATION BATHINDA**



**REQUEST FOR PROPOSAL  
FOR  
THE APPOINTMENT OF TECHNICAL CONSULTANT  
FOR  
PREPARATION OF  
OUTDOOR ADVERTISEMENT MASTER PLAN  
FOR  
BATHINDA CITY**

**August 2013**

## **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct.

Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no

responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

# **Invitation for Proposal**

# 1 INTRODUCTION

## 1.1 Background

- 1.1.1 Municipal Corporation Bathinda, Punjab (the “Authority”) intends to undertake various projects as per the Master Plan of Outdoor Advertisement for Bathinda city within the guidelines of “Punjab Municipal Outdoor Advertisement Policy 2012” and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012 through open competitive basis.
- 1.1.2 With a view to inviting bids for the Project, the Authority has decided to prepare a Master Plan from a reputed consulting company. If found appropriate, Authority may award the Project to a suitable entity (the “Contractor/ Project Implementing Agency”) selected through competitive bidding process after preparing the Master Plan. The Project would be implemented in accordance with the terms and conditions stated in the Agreement to be entered into between the Authority and the Contractor (the “Contract”).
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a technical consultant, for preparing the Master Plan. The Technical Consultant shall prepare the Master Plan in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”).

## 1.2 Request for Proposal

The Authority invites Proposals (the “**Proposal**”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare Master Plan for the development of the Project. The Master Plan shall include, inter alia, detailed planning and designing of outdoor advertisement and street furniture for Municipal Corporation Bathinda as per “The Punjab Municipal Outdoor Advertisement Policy 2012” and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012 as defined in TOR to maintain uniformity, aesthetics, decency, social character and to ensure the safety of the city in conformity with the TOR and detailed justification report along with benefits of project for placing before Authority and other competitive authorities (collectively the “**Consultancy**”).

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

### **1.3 Due Diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site and sending written queries to the Authority.

### **1.4 Sale of RFP Document**

RFP document can be obtained between 11:00 hrs. and 16:00 hrs. on all working days on payment of a fee of Rs.10,000/- (Rupees Ten thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of Commissioner, Municipal Corporation Bathinda. The document can also be downloaded from the Official Website of the Authority. In case of RFP downloaded from the website, the applicant must submit the above mentioned document fee along with the proposal.

Bid Security Deposit: Rs.1,00,000/- (Rupees One Lakh Only) in form of Demand Draft/Pay Order from any Nationalized/Scheduled Bank in favour of Commissioner , Municipal Corporation Bathinda payable at Bathinda is required with the submission of proposal.

### **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").

### **1.6 Brief description of the Selection Process**

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

## **1.7 Currency conversion rate and payment**

1.7.1 For the purposes of technical evaluation of Applicants, Rs.53 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## **1.8 Schedule of Selection Process**

The Authority would endeavor to adhere to the following schedule:

<b>Item</b>	<b>Date and Time</b>	<b>Venue</b>
Last Date for receiving queries clarifications	27.08.2013 (upto 17:00 Hrs)	
Pre-Bid Meeting	29.08. 2013 at 12:30 pm	O/o of Municipal Corporation Bathinda, Bathinda
Proposal Due Date or	09.09.2013 upto 15:00 Hrs	O/o of Municipal

(PDD)		Corporation Bathinda, Bathinda
Opening of Technical Proposals	09.09.2013 at 16:00 Hrs	O/o of Municipal Corporation Bathinda, Bathinda
Opening of Financial Proposals	16.09.2013 at 16:00 Hrs	O/o of Municipal Corporation Bathinda, Bathinda
Issue of Letter of Award (LOA)	Within 7 Days of Opening of Financial Proposal	
Signing of Agreement	10 Days of issue of LOA	

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

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

**Mr. Davinder Jaura,**

**SDO**

**Municipal Corporation Bathinda**

Mobile: 09780042166

Email: [cmcbathinda@gmail.com](mailto:cmcbathinda@gmail.com)

### 1.10 Pre -Proposal Conference

As Mentioned above

### 1.11 Communication & Submission of Bids

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

**Commissioner**  
**Municipal Corporation Bathinda**  
**Railway Road, Bathinda**  
**Punjab-151 001**



Email: [cmcbathinda@gmail.com](mailto:cmcbathinda@gmail.com)

Website: [www.mcbathinda.com](http://www.mcbathinda.com)

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

**“APPOINTMENT OF TECHNICAL CONSULTANT  
FOR  
PREPARATION OF OUTDOOR ADVERTISEMENT MASTER PLAN  
FOR  
BATHINDA CITY.”**

**Commissioner  
Municipal Corporation Bathinda**

## 2 INSTRUCTIONS TO APPLICANTS

### A. General

#### 2.1 Scope of Proposal

2.1.1 The Applicant may be a single entity or a group of entities (the “Consortium”), coming together to undertake the Consultancy in respect of the Project. However, no Applicant applying individually or as a member of a Consortium, as the case maybe can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium. An Applicant may be a natural person, private entity, [government-owned entity] or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in terms hereof detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as Consortium of entities in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Consortium represented by its Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

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

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

#### 2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below (“Team” or “Consultancy Team”):

<u>Key Personnel</u>	<u>Responsibilities</u>
<b>Team Leader/ Urban Management Specialist</b>	He will lead, coordinate and supervise the multi-disciplinary team in field investigations, compilation of data, study of alternatives, preparation of plans as per TOR, proposals for preparation of feasible solutions, drawings, capital costing, O & M cost, review of existing status vis-à-vis “Punjab Municipal Outdoor Advertisement Policy 2012” and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR. He shall attend meetings convened by Authority other agencies, concerned department of Punjab Government as per the requirement of assignment / project.
<b>Safety cum Signage Expert</b>	He will be responsible for preparation of plans and designs of Road Signage, Outdoor Advertisement and Street Furniture taking into consideration the traffic safety aspects of the city. Review of drawings, specifications provided by Team Leader from the traffic safety point of view. He shall provide requisite inputs to the Team Leader as per the requirement of project so that all the elements of Traffic safety are appropriately planned and designed. He will also be

	responsible, inter alia, for all road design related issues and will provide his inputs in arriving at practical solutions within the constraints. He shall attend meetings convened by MC Bathinda, other Govt. Department or any concerned department of Punjab Government as per the requirement of assignment / project.
<b>Financial Analyst</b>	He will be responsible for structuring the project packages into various business models (each project or sub project for Outdoor Advertisement and Street Furniture etc.) and will estimate the sources of revenue from such packages/projects. He will do the detailed financial analysis of various projects/packages and also make a sensitivity analysis to assess the commercial viability. Depending upon financial analysis, he will assist the Team Leader for finalizing the bidding strategy. He shall also coordinate with other team member to undertake all works as per TOR and within given time frame.
<b>Marketing &amp; Advertising Expert</b>	He will assist the Team Leader in constituting various bidding packages as per the final master plan document, which would be based on inter-alia, character and potential of the city for marketing and advertising the whole project. He shall also assist the team lead in bid process management including marketing of various packages.
<b>Legal Expert</b>	He will assist team leader and other team member to design the Master Plan in accordance with the "Punjab Municipal Outdoor Advertisement Policy 2012", Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012 and other laws applicable in Punjab and best practice available at National/International Level. He will also assist the Bid Procurement process and other legal aspects related to the project.

## 2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only that Applicant who satisfy the Conditions of Eligibility will be considered for evaluation.

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

**A. Technical Capacity:** The Applicant shall have, over the past 7 (Seven) years preceding the PDD, undertaken a minimum of 2 (Two) Eligible Assignments as specified in Clause 3.1.4

**B. Financial Capacity:** The Applicant shall have received a minimum average annual income/ turnover/ professional fee of Rs. 5 (Five) crore per annum during the last 3 (three) financial years preceding the Proposal Due Date. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.

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

**D. Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
<b>Team Leader/ Urban Management Specialist</b>	Graduate in Civil Engineering/ Urban Planning or- Graduate in Architecture/ visual merchandisers or- Post Graduate in Urban Planning /Architecture	10 years	He should have led the team for atleast 2 (Two) Eligible Assignments.

<b>Safety cum Signage Expert</b>	Post Graduate in Traffic and / or Transportation Engineering/ Planning/ Architecture/	5 years	He should have worked as safety Expert/ Signage Expert” for 2 (two) Eligible Assignments or 3 *Similar Assignments.
<b>Financial Analyst</b>	Chartered Accountant / MBA Finance or equivalent	5 years	He should have worked as Financial Analyst for 2 (two) Eligible Assignments or 2 (two) Similar Assignments.
<b>Marketing &amp; Advertising Expert</b>	MBA Marketing or PG Diploma in Marketing	5 years	He should have worked as Marketing Expert for 2 (two) Eligible Assignments.
<b>Legal Expert</b>	Graduate in Law (LLB)	5 years	He should have worked as Legal Expert for 2 (two) Eligible Assignments or 2 (two) Similar Assignments.

\*Similar Assignments means: Preparation of Master Plan for any city/town for outdoor Advertisement / preparation of outdoor advertisement policy /concept development/Planning /Designing/ DPR/Feasibility Report/ implementation for the following projects shall be deemed as Similar Assignment (the “Similar Assignments”):

Transportation Advertising/ Street Furniture/ Bill Boards Advertising/ Directional Boards/Way Finding & Signage / Advertisement Design/Road Signage /Outdoor Advertising Corridor in India or outside India in:

- a. city/ town/industrial township/residential township/hospital /mall/ Convention centre or
- b. traffic terminal/ airport /metro terminal /Inter State Bus Terminal/Sea Port/parking or
- c. any other public building/complex/facilities .

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues/turnover/ professional fees during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicant may format the specified forms making due provision for incorporation of the requested information.
- 2.2.8 In case the Applicant is a Consortium, it shall comply with the following additional requirements:
- a) Number of members in a consortium shall not exceed 2(two);
  - b) Consortium should have experience of working together on atleast one assignment in the past (Proof of this experience shall be submitted along with the proposal).
  - c) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;

- d) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), whose nomination(s) shall be supported by a Power of Attorney, as per the prescribed format signed by all the members of the Consortium;
- e) The Proposal should include a brief description of the roles and responsibilities of individual members
- f) An individual Applicant cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for qualification;
- g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Form4 (b) of Appendix (the “**Jt. Bidding Agreement**”), for the purpose of making the Proposal and submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Application, shall inter alia:
  - i. Convey the intent to perform all the obligations in terms of the agreement [to be executed by all consortium members], in case the Consultancy is awarded to the Consortium;
  - ii. Clearly outline the proposed roles and responsibilities, if any, of each member;
  - iii. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Consortium Consultant in terms of the agreement; and
- h) Except as provided under this RFP and the bidding documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority



## **2.3 Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security for damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

- a) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if: the Applicant, and any other Applicant, has common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, as the case may be) in the other Applicant, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) A constituent of such Applicant is also a constituent of another Applicant; or
- c) Such Applicant receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or.
- f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.3 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

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

## **2.5 Cost of Proposal**

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

## **2.6 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

## **2.7 Acknowledgement by Applicant**

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

- a. Made a complete and careful examination of the RFP;
- b. Received all relevant information requested from the Authority;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. Acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

## **2.8 Right to reject any or all Proposals**

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

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

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

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

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

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

## **Request for Proposal**

### **1 INTRODUCTION**

- 2 INSTRUCTIONS TO APPLICANTS**
- 3 CRITERIA FOR EVALUATION**
- 4 FRAUD AND CORRUPT PRACTICES**
- 5 PRE-PROPOSAL CONFERENCE**
- 6 MISCELLANEOUS**

## **SCHEDULES**

### **TERMS OF REFERENCE (TOR)**

**Note:** Every page of Foreign Document(s), i.e. Document(s) created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), Power Of Attorney(s) [notarized in the jurisdiction where the Power of Attorney is being issued], qualifying document(s), etc. shall be compulsorily authenticated/ embossed/ legalized from the Indian Embassy/ Indian High Commission of India situated in the country from where such Document(s) are created or are originating, before any such Document(s) are used for the purpose of applying towards this Project. Such notarization and authentication /embossment / legalization from the Indian Embassy/ Indian High Commission of India shall also apply to all such document(s) that are in a language other than English, which shall be compulsorily required to be translated (as the true translated copies of the original) by a duly authorized/ affiliated Translator.

## **2.10 Clarifications**

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

**“Queries/Request for Additional Information concerning RFP for Master Planning for Bathinda City”**

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

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

## **2.11 Amendment of RFP**

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

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

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

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**



## 2.12 Language

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

## 2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.
- 2.13.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:
- a) by the proprietor, in case of a proprietary firm; or
  - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

d) by the authorized representative of the Lead Member, in case of consortium.

2.13.4 A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form4) shall accompany the Proposal. For a Power of Attorney executed and issued overseas, Every page of Foreign Document(s), i.e. Document(s) created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), Power of Attorney(s) [notarized in the jurisdiction where the Power of Attorney is being issued], qualifying document(s), etc. shall be compulsorily authenticated/ embossed/ legalized from the Indian Embassy/ Indian High Commission of India situated in the country from where such Document(s) are created or are originating, before any such Document(s) are used for the purpose of applying towards this Project. Such notarization and authentication/ embossment/ legalization from the Indian Embassy/ Indian High Commission of India shall also apply to all such document(s) that are in a language other than English, which shall be compulsorily required to be translated (as the true translated copies of the original) by a duly authorized Translator.

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

## **2.14 Technical Proposal**

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

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

- a) The Bid Security is provided;
- b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- d) Joint Bidding Agreement, if Applicable.
- e) CVs of all Professional Personnel have been included;
- f) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- g) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- h) the CVs have been recently signed and dated (signed and dated after the issue of this RFP) in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- i) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- j) Professional Personnel proposed have good working knowledge of English language;

- k) Key Personnel would be available for the period indicated in the TOR;
- l) no Key Personnel should have attained the age of 65 (Sixty Five) years at the time of submitting the proposal; and
- m) The proposal is responsive in terms of Clause 2.21.3.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

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

In such an event, the Authority shall forfeit and appropriate the Bid Security for damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Financial Proposal**

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy **excluding service tax** (Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes except service tax shall be deemed to be included in the basic cost of the service shown under the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Cost shall be expressed in INR.

## **2.16 Submission of Proposal**

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

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

**“Do not open, except in presence of the Authorized Person of the Authority”**

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

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. The envelope marked "Technical Proposal" shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- (ii) Bid security as specified in Clause 2.20.1

The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (**Forms 1 & 2 of Appendix-II**).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

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

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The amount quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Detailed Project Report by the Authority and discharge of all obligations of the Consultant under the Agreement.



## **2.17 Proposal Due Date**

- 2.17.1 Proposal should be submitted at or before 1500 hrs. on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## 2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs. 1, 00,000 (One Lakh)** in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of The Commissioner, Municipal Corporation payable at Bathinda (the “**Bid Security**”), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned upon the Applicant signing the Agreement.

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

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

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority for damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant submits a non-responsive Proposal;
- b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;

- e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **D. EVALUATION PROCESS**

### **2.21 Evaluation of Proposals**

2.21.1 The Authority shall open the Proposals at 4 pm on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

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

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) The Technical Proposal is received in the form specified at Appendix-I;
- b) It is received by the Proposal Due Date including any extension there of pursuant to Clause 2.17;
- c) It is accompanied by the Bid Security as specified in Clause 2.20.1.
- d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- e) It is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- f) It contains all the information (complete in all respects) as requested in the RFP;
- g) It does not contain any condition or qualification; and
- h) It is not non-responsive in terms hereof.

- 2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and short listed Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and short listed Applicants along with their Technical Score will be read out. The opening of Financial Proposals of the **short listed applicants** shall be done in presence of respective representatives of **short listed** Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.
- 2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.22 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.23 Clarifications**

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

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

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

## **2.25 Substitution of Key Personnel**

- 2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.25.2 Subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority, as a condition for each substitution, a sum equal to **5%** (Five per cent) of the **accepted basic cost of the assignment shall** be deducted from the payments due to the Consultant. Maximum Substitution of Two Key Personnel may be allowed.
- 2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement

## **2.26 Indemnity**

- 2.26.1 The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.27 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant for damages suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

## **2.28 Execution of Agreement**

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

### **2.29 Commencement of assignment**

The Consultant shall commence the Services within 7 (seven) days of signing of agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

### **2.30 Proprietary data**

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



### 3 CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

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

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

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

Item Code	Parameters	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	(25)	60% of maximum marks shall be awarded for number of Eligible Assignments undertaken by the Applicant Consultant. The remaining 40% shall be awarded for:(i) The comparative size and quality of Eligible Assignments and (ii) other similar works/ Similar Assignments in Outdoor Advertisement sector.
2.	Proposal Methodology	(25)	Evaluation will be based on the quality of submission, approach methodology and Work Plan.

	<b>Relevant Experience of Key Personnel</b>	<b>(50)</b>	60% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments/ Similar Assignments (as the case may be) the respective Key Personnel have worked on. The remaining 40% shall be awarded for the comparative size and quality of Eligible Assignments/ Similar Assignments (as the case maybe).
	<b>Grand Total</b>	<b>(100)</b>	

<b>Breakup of 50 marks of “Relevant Experience of Key Personnel” (% of Total for Item Code 3)</b>		
3(i)	Team Leader/ Urban Management Specialist	30
3(ii)	Safety cum Signage expert	20
3(iii)	Financial Analyst	20
3(iv)	Marketing & Advertising Expert	20
3(v)	Legal Expert	10
3(vi)	Sub Total: 3 (i) to 3 (vi)	100

It is hereby clarified that subject to terms of the RFP, while awarding marks for the number of eligible projects, the Applicant or Key Personnel, as the case maybe, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case maybe, shall be entitled to a proportionate score. No score will be awarded to an Applicant/Key Personnel for fulfilling the eligibility criteria of a minimum number of 2 Eligible Assignments [in terms hereof] and only projects exceeding such minimum eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of eligible projects for meeting the eligibility criteria is [2 (two)], then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

#### **3.1.4 Eligible Assignments**

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of Master Plan for any city/town for outdoor Advertisement preparation of outdoor advertisement policy /concept development/ Planning Designing/ DPR/ Feasibility Report for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

Transportation Advertising/ Street Furniture/ Bill Boards Advertising/ Directional Boards/ Way Finding& Signage/ Advertisement Design /Road Signage/ Outdoor Advertising Corridor in India or outside India in:

- a. City/town/industrial township/residential township/hospital/mall/Convention centre or
- b. Traffic terminal/ airport/metro terminal/Interstate Bus Terminal/ Sea Port/ parking or
- c. Any other public building/complex/facilities

Applicant shall have worked in two of above-mentioned assignments, such that the aggregate total consultancy/professional fee from above-mentioned assignments is Rs. Forty Lakhs. However, any assignment with

consultancy/professional fee of less than Rs. Fifteen Lakhs shall not be reckoned.

### **3.2 Short-listing of Applicants**

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

### **3.3 Evaluation of Financial Proposal**

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

3.3.2 For financial evaluation, the basic cost inclusive all taxes, duties, levies etc., but excluding service tax indicated in the Financial Proposal, will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

### **3.4 Combined and final evaluation**

3.4.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where  $S$  is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively.

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

## **4 FRAUD AND CORRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, for damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5 PRE-PROPOSAL CONFERENCE**

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website for the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.



## 6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bathinda shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Applicant in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made here under. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

# Schedules

**SCHEDULE-1**  
(See Clause 1.1.3)

**TERMS OF REFERENCE (TOR)**

**APPOINTMENT OF TECHNICAL CONSULTANT**

**FOR**

**PREPARATION OF OUTDOOR ADVERTISEMENT MASTER PLAN**

**FOR**

**BATHINDA CITY.**

## **1. BACKGROUND OF THE PROJECT**

1.1. Municipal Corporation Bathinda seeks the services of qualified firms for preparing a Master Plan for Outdoor Advertising, Street Furniture in the city i.e. Signage, bill boards, public convenience etc. in the city. The Project details are as under.

1.2. The Terms of Reference (the “TOR”) for this assignment are specified below.

- a) The Consultant shall be guided in its assignment for preparation of Master Plan by the relevant Punjab Policy i.e. “The Punjab Municipal Outdoor Advertisement Policy 2012” and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012 and other best practices in India.
- b) The Consultant shall be responsible for preparing the Bid Documents as per the best practices suitable for such type of projects including draft of Civil Construction Contract/ Media agency/PPP Developer.
- c) The Consultant shall assist the Authority and by furnishing clarifications during the Pre-Bid Conference(s) for the award of Project. The Consultant shall assist the Authority in undertaking the bidding process and selecting the implementation agency.

## **2. OBJECTIVE**

It is proposed to engage the services of a consulting firm/ consultant to prepare a Master Plan for Outdoor Advertisement and Street Furniture in Bathinda City covering the following objectives:

2.1. The major objective of the consultancy is to provide detailed Planning and Designing of outdoor advertisement and street furniture for Municipal Corporation, Bathinda, as per “The Punjab Municipal Outdoor Advertisement Policy 2012” and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012

- a) To maintain the uniformity, aesthetics, decency, social ethics and character of the city.

- b) To discourage the visual clutter which may be done by increasing the space between the billboards and in restricting large billboards to select areas of the city, like its commercial hubs.
- c) To ensure safety of inter and intra-city traffic, by ensuring that outdoor advertising is not hazardous to road traffic. There is a significant correlation between road safety and distraction because of roadside billboards, visible to the drivers, which may be done by allowing large size billboards only after significant distance from the traffic junctions and intersections, by providing significant space between the two billboards on roads, by completely banning billboards on pedestrian walkways and in placing billboards at significant distance from the right of way of any road.

2.2. To identify man-made and natural heritage and to prepare systematic advertisement design & specifications for heritage conservation as integral part of the city planning and development process.

2.3. To identify and layout specifications for the Zones/ spaces/ areas, where advertisement categories 1 to 6 as defined in “The Punjab Municipal Outdoor Advertisement Policy 2012” and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012 can be installed or put up.

2.4. Master Plan will be driven not by revenue imperatives, but by city development imperatives. Therefore, in its implementation schedule, it will be clearly marked that outdoor hoardings are permitted only if they are not a road safety hazard or if they support the city's public service development and enhance its aesthetics.

2.5. To utilize potential and improve the revenue stream by promoting the use of advertisement in/at street furniture, public service amenities of the city like , buses, commercial passenger vehicles, bus shelters, public toilets, kiosks, public garbage facilities etc. In addition, it must be

ensured that the primary function of the “street furniture” is being maintained and if not then suitable punitive action must be taken.

2.6.To assess the revenue stream of the Municipal Corporation Bathinda from outdoor advertisement.

2.7.To identify & Explore Public Private Partnership Structure for implementation of the project such that along with advertising rights, selected agency may be entrusted with the maintenance of municipal facilities such as parks, public convenience, garbage bins, street islands, etc.

### **3. SCOPE OF SERVICES**

The services to be provided by the Consultant are listed below: -

#### **STAGE**

##### **A. Data Collection, Primary survey and mapping of the existing outdoor advertisement/street furniture of Bathinda**

- i. Study of existing outdoor advertisement policy of Punjab i.e. “**The Punjab Municipal Outdoor Advertisement Policy 2012**” and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012. Collect the information from the team of MC Bathinda regarding the guidelines, design, drawings & Specifications of Outdoor Advertisement.
- ii. Study of Outdoor Advertisement Policy of other states and best practices within or outside India.
- iii. To conduct the topographical survey of every road for the placement of street furniture/outdoor advertisement devices/ boards, represented through a broad Strip Plan covering broad cross sectional features of road including Right of Way width of mettaled part, median, drainage etc. This survey would also involve taking cross-sectional levels at about 100 m intervals. The estimated total road length, which maybe surveyed for this purpose as per Authority’s assessments, is 30 Km. A list of important potential roads is also enclosed as Attachment-I of this TOR. However consultant shall finalize the road length to be represented vide the broad

Strip Plan as indicated above, as per the Final Master Plan. For the avoidance of doubt, it is clarified that this indicative length of road is as per the assessment of MC Bathinda and it may vary by about 20%.The consultant is however expected to cover all roads, important public places and utilities/ commercial areas, parking areas, junctions/ potential spots, etc. through detailed reconnaissance, visual inspection and spot cross sections.

- iv. To study the current practices and revenues by awarding/ auctioning/ bidding the outdoor advertisement to the Applicant.
- v. To map the outdoor advertisement and street furniture w.r.t. the existing policy/by-laws. To identify the degree of design treatment required for street furniture by reviewing the extent and design of existing street furniture.
- vi. To identify the buildings and structures (conservation areas) which should be retained in their entirety by giving the specification/ designing of outdoor advertisement for those building as per their unique heritage value and as per the policy.
- vii. To Study the existing penalties in relation to unauthorized outdoor advertisement.

#### **B. Preparation of Concept Plan**

- i. Consultant should provide analysis report of the existing Punjab policy, other policies & best practices across the world and in India. Analysis report on assessment of Existing law/practice of allotment of advertisement tenders w.r.t. other best practices in India.
- ii. Presentation shall be prepared to express and explain their ideas of best option scenario/s and proposed innovative solutions and also showcase relevant project experiences where similar project has been handled and implemented in past along with their success.
- iii. Prepare the alternative concept plans with the assessment of all mandatory design based on the review of existing policy and city's public spaces including transport network

- iv. Recommend the best practices/application procedures to be adopted in case of Bathinda

### **C. Detailed Master Plan of Outdoor advertisement for Bathinda city**

Prepare Master Plan for the outdoor advertisement, street furniture for Bathinda City including the detailed design specifications, material, dimensions etc. for Categories 1-6 as defined in “**The Punjab Municipal Outdoor Advertisement Policy 2012**” and as per Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012. Preparation of Master Plan on related Concept Design 1) with plotting of each signage units 2) indicating signage category, location, length, width, maximum height, minimum & max distance (placement) between the devices/street furniture, 3) quality of material to be used for each & every advertisement device, under the umbrella of “The Punjab Outdoor Advertisement Policy”. The consultant shall incorporate the following essential signs, advertisement devices and requisite regulations in the preparation of Master Plan for the specific time period (defined by consultant) to meet the objective of the Assignment:

- i. **Traffic Signs:** All important locations and junctions along the road shall be designed with suitable type of traffic signs and public convenience in consultation with MC Bathinda. Overhead traffic signage for guidance of road users, at junctions, cateye, delineator markers for traffic delineation, indicator boards for streets, and area maps at important locations shall be designed and planned for mandatory, cautionary, informative, gantry signs. All the traffic signs shall be innovatively/aesthetically designed yet complying with the functional guidelines of Punjab Municipal Outdoor Advertisement Policy, IRC code of practice and MORT&H specifications/standards etc. The consultant shall ensure that the design of signages should increase safety on road. It should support public information systems including information about the city, different locations, important places including hospitals, school, shopping plazas etc.



ii. **Conservation Area:** The consultant shall specify the advertisement designs for conservation areas i.e National Parks, district forests, historical monuments, cremation grounds, heritage areas, all religious places, any endangered regional ecosystem and water bodies etc.

iii. **Street Infrastructure & Furniture:**

1. Entry Points: The design of traffic signs of Entry Point/s shall depict the image and character of the city. The designing shall act as land mark and shall adhere to the overall theme being adopted for the beautification of city.

2. Bus Shelters: The location of bus shelters in the city shall be obtained from Municipal Corporation Bathinda. The Consultant is expected to design only the new bus shelters that are proposed to be developed on upcoming routes. A minimum specified distance of bus shelters as per the state advertisement policy shall be clearly marked in the Master Plan. Innovative and economic designs as per the best practices in India shall be proposed. The specific recommendations on the design of a bus shelter, type of advertisement, material used for designing and other specification on illuminated/ non-illuminated signages should be panels. The bus shelter be designed for all weather conditions, with enough number of seating and standing spaces. Information kiosks and commercial kiosks can be integrated within or beside the shelter with an appropriate design idea. The existing /already planned bus shelters shall be incorporated by the consultant in its plan/design.

3. Bus Depot & Auto/Taxi Stand: The length, width, area, max. Height, minimum ground clearance and quality of material to be used for the advertisement on Bus Depot and Auto/Taxi Stands shall be specified.

4. Parking Designing: The consultant shall obtain the parking locations from Municipal Corporation Bathinda. The consultant shall give the specification for the advertisement in all parking areas. The advertisement devices related to parking should be

specified as per the Punjab policy, Bathinda Bye laws and best practices available.

5. Unipole, bipoles and Billboards: A unipole is another tool for advertising. It is like Billboards. Unipoles are very delicate advertising tools, because the message that the advertiser has to deliver must be very clear considering the unipole's height. The distance between two Unipoles is very important. The consultant shall specify the length, width, max. Height, distance between two Unipoles and quality of material to be used for every unipole. Location of Unipoles/ bipoles/ billboards as per the policy and best practices shall be permitted.

#### **iv. Public convenience & Utilities:**

1. Public Conveniences: The Consultant shall finalize the numbers & location of Public amenities like toilets and urinals etc in the consultation with MC Bathinda. Public amenities shall be provided at the appropriate intervals along the roads. Innovative design of public amenities by utilizing the space for advertisement, which will generate revenue to MC Bathinda, shall be specified.
2. Garbage Bins/Spit Bins: The number of garbage bins / spit bins shall be positioned along the road stretches in consultation with MC Bathinda. The innovative provisions shall be made through out the road and signage shall be placed for the same. These bins shall not be an eye sour to general public thus needs to be dealt in innovative way in design and positioning along the landscaped area.
3. Kiosks Two type of kiosks may be designed as per the requirement of the city
  - a) Information Kiosks: Information kiosks with city maps and general information about landmarks, directions and distance and other important information for general public as well as for tourist shall be provided. These kiosks shall be innovative in the design and

shall add to the image of the city. The locations of these kiosks should be specified by the consultant.

b) Commercial Kiosks: Kiosks like books, flower, eatery joints, tea stalls, juice corner, coffee shops and such other similar commercial kiosks shall be designed.

4. Public Seating Areas: The consultant shall specify the public seating spaces along the major urban road stretches in consultation with MC Bathinda. The design and materials of the seating benches shall be specified along with advertisement space in these benches.

**v. Landscape Advertising Device**

The consultant shall specify the locations of all landscape advertisement devices in the master plan in consultation with MC Bathinda. The landscape advertisement specifications shall be in line with the Punjab Outdoor advertisement policy and Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012

**vi. Self On Advertisement in Commercial Areas**

On Premises Signs: The consultant shall give the specifications for building and ground mounted advertisement.

<b>Building Mounted</b>	<b>Ground Mounted</b>
Wall or Fascia Signs	Monument
Projecting	Pylon
Awning	Joint Tenant
Roof	Electronic Message Center

Canopy	Building as a sign
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- vii. The physical characteristics of advertisement devices shall be defined as per the policy. Type of display of signage (i.e. illuminated or non-illuminated) in the Master Plan, for each type of advertisement shall be clearly defined.
- viii. Master Plan should clearly define the type of advertisement device that contravenes to negative advertisements or otherwise cause a traffic hazard in the city inline with the existing policy.
- ix. Submission of final working drawings for unique signage categories, specification documents as listed above.
- x. The consultant shall suggest the application and approval process for the various modules of outdoor advertisement by looking at the best practices all across the world and existing system of India. The Consultants shall submit the typical, representative cross-sectional and perspective views (3D Views) for all category of all Major roads and arteries of the Bathinda city. The above details would depict the existing and the proposed features/arrangements related to advertisement. In addition the consultant will be required to prepare Walk-through of selected roads.
- xi. The consultant shall submit the appropriate scale drawings.
- xii. The Consultant shall also translate the drawings on GIS based map. The consultant shall use the base GIS map of Bathinda city, which is available with MC Bathinda for the super imposition/ translation of essential features interalia traffic signs, entry points, bus shelter, conservation area, Unipoles, bipoles, billboards, public convenience and utility etc. on GIS map along with requisite attributes, to be finalized in consultation with MC Bathinda.

**D. Estimation of Revenue from Outdoor Advertisement**

- i. Cost Estimates: The Consultant shall estimate the fixed and variable cost of all the components involved in the Master Plan as envisaged in the Master Plan.
- ii. Estimate of Revenue: The Consultant shall identify and estimate the sources of revenue that can be generated from the projects identified.
- iii. Frame a draft penalty policy to stop the unauthorized/illegal advertisement in the city.

**E. Specific Recommendations on Projects & Bidding Packages**

- i. The consultant shall examine the advantage and disadvantages of the methods by which the project could be implemented and chalk out the implementation strategy.
- ii. The Consultant shall give specific recommendations for the city on the basis of Master Plan, by dividing the city into various zones/ premium areas/ non-premium areas/ type of advertisement devices/ any other feasible options for the implementation of Outdoor Advertisement in the city.
- iii. The consultant shall structure the packages for the implementation of those recommendations.
- iv. Phasing of the Development: The consultant shall target the phase wise implementation of these packages keeping in mind the public convenience and financial viability.
- v. The consultant shall suggest the organizational structure/ Advertisement Regulation Committee as per the policy, which will monitor the appropriate implementation of Master Plan of Outdoor advertisement and give their recommendations as the case maybe.
- vi. The recommendations shall form no. of projects, which may be implemented on PPP mode/EPC mode/ O&M Contracts/providing rights of advertisement to other parties/ imposing advertisement tax/ any other mode etc.

**F. Preparation of Framework for Monitoring works during Implementation:**

The consultant shall also prepare Monitoring Framework to be adopted by the Corporation or Third Party agency appointed for monitoring the Implementation works. The framework shall provide process, formats, time schedule for monitoring and safeguards to be adopted for reporting deviations from the suggested Master Plan by the consultant.

## **STAGE II**

- i. The consultant shall also provide assistance during the Bidding Process for the selection of Implementation Agency/ Contractor/ any other mode of implementation. The consultant shall assist the Authority in awarding the work, carrying out bidding process, attending the pre-bid conference(s), preparing a reply/ clarifications/ corrigendum, prepare the draft advertisement notices, corrigendum(s), evaluation of bids, recommendations for the selection of implementing agency, preparation of Notice of Award/Letter of Awards, as the case maybe.
- ii. The Consultant shall provide above-mentioned requisite assistance to Authority in execution of all type of projects in the suggested implementation modes (PPP mode/ EPC mode/ O&M Contracts/ providing rights of advertisement to other parties/ imposing advertisement tax/any other mode etc.) as applicable and Kick Start the project and attending review meeting to be held by Authority for Handing over the project work to the Implementing Agency.
- ii. The above-mentioned assistance in Bidding Process as well as in kick starting the projects shall be given for 6 months from the submission of Bidding Documents.

## **4. DELIVERABLE**

The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. The total consultancy duration is Twenty Two weeks. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids. Five hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be

submitted to the Authority. For draft concept plan only five hardcopies and two soft copies in CD shall be submitted to the Authority. The size of drawings shall be minimum A-3. The work shall commence within Seven days of signing of contract.

## **STAGE I**

### **A. Concept Plan**

On commencement of the Consultancy, the Consultant shall submit a Concept Plan including the assessment survey, analysis report on existing policy & other policies across the world and presentation on best practices in India and across the world. The Concept Plan shall include the scope as mentioned in TOR. The consultant shall submit 5 hard copies of Concept Plan along with the 2 soft copies in the form of CD.

### **B. Master Plan**

- i. Set of Drawings
- ii. Designs: Designs of the Project components including Traffic Signs, Conservation Area, Street Infrastructure & Furniture, Public Convenience and Utilities, Landscaping Advertising Device, Self Advertisement in Commercial Areas and any other component defined in Punjab Outdoor Advertisement Policy 2012 and as per Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012.
- iii. The Consultant shall submit the implementation options forming various packages as defined in the scope of work.
- iv. The consultant shall submit the detailed cost estimates of the projects/packages identified under Master Plan. An estimation of revenue from the projects/packages recommended by the consultant shall be given to MC Bathinda. The consultant shall submit all the documents specifically mentioned in the scope of work. The consultant must adhere with the timelines and the form of submission. The consultant shall submit 5 hard

copies of draft as well as final Master Plan along with the 2 soft copies in the form of CD.

### **C. Submission of Bidding/Tender Documents**

The Consultant shall separately provide Bidding Documents, Notice Inviting Tender and Draft Civil Construction Contract for the selection of Implementation Agency/ Contractor/ any other mode of implementation, as mentioned in the scope of work. The consultant shall submit all the documents in consultation with MC Bathinda.

### **D. Undertaking Bid Process**

The consultant shall also provide assistance during the Bidding Process for the selection of Implementation Agency/ Contractor/ any other mode of implementation. The consultant shall assist the Authority in awarding the work, carrying out bidding process, attending the pre-bid conference(s), preparing a reply / clarifications/ corrigendum, prepare the draft advertisement notices, corrigendum(s), evaluation of bids, recommendations for the selection of implementing agency, preparation of Notice of Award/ Letter of Awards, as the case may be. The Consultant shall undertake the activities as mentioned in scope of work.

## **5. TIME AND PAYMENT SCHEDULE**

5.1. The total duration for preparation of the Master Plan, DPR, Bidding Documents, O&M Manual shall be 12 (Twelve) weeks, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the various deliverables. Team Leader/ Project Manager must be available throughout the Assignment in Stage I & Stage II. The Consultant shall deploy its Key Personnel throughout the assignment. Intermittent services will be required beyond the 12<sup>th</sup> week



and until the end of 22 week after the submission of Bidding Documents/Tender Documents for the Stage II work.

5.2. Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

5.3. The TOR for the Consultant also includes extending necessary assistance to MC Bathinda and other competent authorities of the Punjab Government during various meetings.

<b>Key Date</b>	<b>Description of Deliverables</b>	<b>Week no</b>	<b>Payment **</b>
<b>Stage – I</b>			
KD1	Concept Plan	3	15%
KD 2	Draft Master Plan	8	15%
KD3	Final Master Plan	10	25%
KD4	Bidding/ Tender Documents	12	15%
<b>Stage – II^</b>			
KD 5	Assistance to Authority in Issuance of Tender Document for the Selection of Implementing Agency (Contractor/ PPP Mode/ any other mode etc.).	15	10%

KD 6	Assistance to Authority in Pre- bid Conference(s), Receiving of Tenders and issue of Letter of Awards to implementing Agency (Contractor/ PPP Mode/ any other mode etc.).	20	10%
KD 7	Assistance to Authority in execution of all type of projects in the suggested implementation modes (PPP mode/ EPC mode/ O& M Contracts/ any other mode etc.) as applicable and Kick Start the project and attending Review Meeting to be held by Authority for Handing over the project work to the implementing agency.	22	10%
	<b>Total</b>		<b>100 %</b>

^ The payment for the stage-II would be given on pro-rata basis i.e. as per the each milestone achieved for the bidding packages, proposed in Master Plan e.g. if the consultant proposes five bidding packages of implementation i.e. 3 on PPP mode and 2 on EPC mode and then by 20th week, if the consultant is able to issue the tenders for three packages of implementation, he would be eligible to raise the bill against 4, out of the total 6 bidding process for KD5. On the achievement of KD 6 and KD 7, he would be eligible to raise bill for these milestones also.

\*\*No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority, the work pertaining to the preceding stage. The Authority shall review and convey the observations for each stage within a period of 15 days of receipt of report for each stage, for the initiation of the next stage.

## **6. MEETINGS**

MC Bathinda, and or any other Department/Agency as required shall review with the Consultant, any or all of the documents and advice forming part of the Consultancy relating to their respective parts in meetings and conferences which may be held in Bathinda or at location that may be necessary for the project. Further, the Consultant may be required to attend all these meetings and conferences.

## **7. REPORTING**

- 7.1. The Consultant will work closely with the Project Coordinator/ Program Manager appointed by Authority. The Project Coordinator will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 7.2. The Consultant will make a presentation for all plans defined for all the stages defined in para 5 for discussion with the Authority and other stakeholders at a meeting. This will be a working document. The Consultant is required to prepare and submit a weekly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed. The Consultant shall be required to give presentation on his proposal from time to time and shall incorporate necessary changes as may be suggested by the Authority.
- 7.3. Regular communication with the Project Coordinator/Program Manager is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.
- 7.4. The Deliverables will be submitted as per schedule provided in this RFP.

7.5. Data To Be Made Available By The Authority: The Authority shall provide the relevant information to the consultant for the preparation of Master Plan along with “ Punjab Municipal Outdoor Advertisement Policy, 2012”, Municipal Corporation Bathinda, Outdoor Advertisement Bye-laws 2012.

## **8. COMPLETION OF SERVICES**

8.1. All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant and as per TOR. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (year) from the Effective Date subject to completion of services as per last payment milestone and deliverable services and unless extended by mutual consent of the Authority and the Consultant.

8.2. Ten per cent (10%) of the Agreement Value has been earmarked as lump sum payment to be made to the Consultant upon completion of last milestone as Deliverable schedule (the “Lump Sum Payment”). In consideration of the Lump Sum Payment, the Consultant shall provide such services as may be required by the Authority for completing the services as mentioned above in the schedule of Deliverables.

# ATTACHMENT 1

## List of Roads

1. Amrik Singh Road
2. Power House Road
3. Court Complex Roads
4. 60 Ft. wide Maheshwari Road from 100 Ft. Road to Model Town Phase 3
5. 60 Ft. wide Kishori Ram Hospital Road
6. Stadium Road
7. 100 Ft. Road -Model Town Phase 1
8. 100 Ft Road - Model Town Phase 2
9. Ajit Road
10. Mall Road
11. 100 Ft. Road from Bibiwala Road to Bhagoo Road
12. 100 Ft. wide Jhujjar Singh Nagar Road
13. 100 Ft. Road – North Estate
14. Bibiwala Road
15. 80 Ft Road From Dr. Bhatti Road to Bibiwala Road
16. Dr. Bhatti Road
17. Santpura Road – From MC office to Sirhind Canal.

# **APPENDICES**

**APPENDIX –I**  
**TECHNICAL PROPOSAL**

**(See Clause 2.1.3)**

**Form – 1**

**Letter of Proposal**

**(On Applicant's letter head)**

(Date and Reference)

**To,**

**Commissioner  
Municipal Corporation Bathinda,  
Railway Road,  
Bathinda**

**Subject: "Appointment of Technical Consultant For Preparation of  
Outdoor Advertisement Master Plan for Bathinda City."**

Dear Sir,

1. With reference to your RFP Document dated \_\_\_\_\_/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Subject Assignment. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a Judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - b. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice,



fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the Consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of Punjab in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_) in the form of Demand Draft is attached in accordance with the RFP document.
15. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to us or our proposal is not opened or rejected.

16. We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/consortium being selected as the Consultant, I/We agree to enter into an Agreement in accordance with the format Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours Faithfully,

(Signature Name & Designation of Authorised Signatory)

(Name and Seal of the Applicant/ Lead Member)

**APPENDIX – 1**

**Form – 2**

**Particulars of the Applicant**

1.1	Title of Consultancy: Appointment of Technical Consultant For Preparation of Outdoor Advertisement Master Plan for Bathinda City.
1.2	Title of Project:
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following:  Name of Company or Firm:  Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):  Incorporation documents (to be enclosed at the end):  Country of incorporation: Registered address:  Year of Incorporation:  Year of commencement of business:  Principal place of business:  Brief Description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:  Name:

	<p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address:</p>
1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>i. Name of Firm:</p> <p>ii. Legal Status and country of incorporation</p> <p>iii. Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>i. In case of non Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>ii. Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iii. Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iv. Has the Applicant or any member of the consortium been blacklisted by any</p>

	<p>Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>v. Has the Applicant or any of the members, in case of a consortium suffered bankruptcy/ insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p> <p>vi. Date from on which Consortium was incorporated .....</p> <p>vii. Number of application submitted in last one year (2012 - 2013) in response to RFP for similar works by: .....</p>
1.7	<p>Does the Applicant's firm /Company (or any member of the consortium) combine functions as a consultant or advisor along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if</p>

	<p>those If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of .....</p>
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**APPENDIX – 1**  
**Form – 3**  
**Statement of Legal Capacity**

Ref:

Date:

To,

Commissioner  
Municipal Corporation Bathinda  
Railway Road  
Bathinda

**Subject: “Appointment of Technical Consultant For Preparation of Outdoor Advertisement Master Plan for Bathinda City”**

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

I/We have agreed that \_\_\_\_\_ (Insert Applicant Name) will act as the Lead Member of the Consortium.

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

Yours Faithfully,

(Signature Name & Designation of Authorised Signatory)

For and on Behalf of.....

**APPENDIX – 1**

**Form – 4**

***Power of Attorney***

Know all men by these presents, We, \_\_\_\_\_ (Name of Firm and Address of the registered address) do hereby constitute, nominate, appoint and authorise **Mr./ Ms.** \_\_\_\_\_ son/ daughter/wife of \_\_\_\_\_ and Presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and **“Appointment of Technical Consultant For Preparation of Outdoor Advertisement Master Plan for Bathinda City”**, proposed to be undertaken by the Commissioner, Municipal Corporation Bathinda (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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



IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF 2013.

For \_\_\_\_\_

(Signature, Name, Designation  
and Address)

Witness:

1)

2)

(Signature, Name, and Address  
of the attorney)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 50 (fifty) and duly notarized by a notary public. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Applicant.*

*Every page of Foreign Document(s), i.e. Document(s) created or originating from outside the Republic of India, such as work experience certificate(s), financial*

*detail(s), Power Of Attorney(s) [notarized in the jurisdiction where the Power of Attorney is being issued], qualifying document(s),etc. shall be compulsorily authenticated/ embossed/ legalized from the Indian Embassy/ Indian High Commission of India situated in the country from where such Document(s)are created or are originating, before any such Document(s) are used for the purpose of applying towards this Project. Such notarization and authentication/ embossment/ legalization from the Indian Embassy/ Indian High Commission of India shall also apply to all such document(s) that are in a language other than English, which shall be compulsorily required to be translated (as the true translated copies of the original) by a duly authorized Translator.*

**APPENDIX 1**

**Form – 4 (a)**

**Power of Attorney of Lead member**

Whereas the Commissioner, in its executive capacity represented by Municipal Corporation Bathinda, (the “**Authority**”), has invited applications from interested parties for the Preparation of Master Plan of Outdoor Advertisement for **Bathinda** City.

Whereas, ....., ....., ..... (the consortium”) are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office (hereinafter referred to as the “Consortium”) do hereby irrevocably designate, nominate, constitute, appoint and authorised M/s. .... having its registered office at ....., as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Agreement, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid

for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Government, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the project and /or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2013

For .....

(Signature)

.....

(Name & Title)

Witnesses:

- 1.
- 2.

..... (Executants)

(To be executed by the Members of the Consortium)

Notes: -

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

**APPENDIX - I**

**Form – 4 (b)**

**Joint Bidding Agreement**

(Refer Clause \_\_\_\_[.])

(To be executed on Stamp paper of appropriate value)

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

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

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956}  
and having its registered office at ..... (hereinafter referred to as the  
“Second Part” which expression shall, unless repugnant to the context include its  
successors and permitted assigns) The above mentioned parties of the FIRST  
and SECOND PART are collectively referred to as the “Parties” and each is  
individually referred to as a “Party”

WHEREAS

A. [The Municipal Corporation, Bathinda, Punjab represented by its  
Commissioner and having its principal office at \_\_\_\_\_[.] (hereinafter referred to  
as the “Authority” which expression shall, unless repugnant to the context or  
meaning thereof, include its administrators, successors and assigns) has invited  
Proposals (“the Proposals”) by its Request for Proposal dated .....(the  
“RFP”) for short-listing of bidders towards selection of Consultant for preparation  
of Outdoor Advertisement Master Plan for Bathinda City (“Consultancy”) in

respect of implementation of Outdoor Advertisement Projects identified through Master Plan through various modes of implementation.

B. The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

### **1. Definitions and Interpretations**

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

### **2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the bidding process for the Consultancy. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected consultant and awarded the Consultancy, it shall enter into a consultancy contract with the Authority and for performing all its obligations as the Consultant for the Project.

### **4. Role of the Parties**

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and thereafter during the term of the consultancy Agreement;
- b) {Party of the Second Part shall be {the Technical Member of the Consortium ;}

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the consultancy contract, till term of the consultancy contract.

## **6. Not Used**

## **7. Representation of the Parties**

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

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;



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

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the term of the consultancy contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Consultancy or does not get selected for award of the Consultancy contract, the Agreement will stand terminated in case the Applicant

is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of {India}.

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

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

SIGNED, SEALED AND DELIVERED SIGNED,

For and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)

(Signature)

(Name)

(Designation)

(Address)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**APPENDIX – I**

**Form-5**

**Financial Capacity of Applicant (Refer Clause 2.2.2 (B))**

S. No.	Financial Year	Annual Turnover (Rs.)
1	2010 - 2011	
2	2010 - 2011	
3	2012 - 2013	

**Certificate from the Statutory Auditor**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

- \$ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.
- £ In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

**APPENDIX - I**

**Form-6**

**Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments #
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader/ Urban Management Specialist						
2.	Safety cum Signage expert						
3.	Financial Analyst						
4.	Marketing & Advertising Expert						
5.	Legal Expert						

**APPENDIX - I**  
**Form 7**  
**Proposed Methodology and Work Plan**

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

1. Understanding of TOR (not more than four pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than ten pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Note:** Marks will be deducted for writing lengthy and out of context responses.

**APPENDIX - I**

**Form-8**

**Abstract of Eligible Assignments of the Applicant#**

**(Refer Clause 3.1.4)**

<b>S. No</b>	<b>Name of Project</b>	<b>Name of Client</b>	<b>Estimated capital cost of Project (in Rs. crore/US\$ million)</b>	<b>Professional fees as per Work Order/ letter of Intent/ Letter of Award/ MOA/ Contract/ Client Certificate (in Rs. Lacs)</b>
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

- \* The Applicant should provide details of only those assignments that have been undertaken by it under its own name.
- \* The names and chronology of Eligible Assignments included here should conform to the project- wise details submitted in Form-10 of Appendix-I.
- \* Exchange Rate should be taken as Rs. 53 per US \$ for conversion to Rupees.

**APPENDIX-I**

**Form- 9**

**Abstract of Eligible Assignments of Key Personnel\*\***

**(Refer Clause 3.1)**

Name of Key Personnel:

Designation:

S. No	Name of Project*	Name of Client	Size of the Project	Name of firm for which the Key Personnel	Designation of the Key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

\*\* Use separate Form for each Key Personnel

\*The names and chronology of projects included here should conform to the project-wise details submitted in Form 8 of Appendix -1.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of Key Personnel.



**APPENDIX-I**  
**Form-10**  
**Eligible Assignments of Applicant**  
**(Refer Clause 3.1.4)**

Name of Applicant:	
Name of the Project:	
Description of Services performed by the Applicant Firm:	
Name of client and Address: (Indicate whether Public or Private Entity)	
Name, Telephone No. and fax no of client's representative:	
Estimated Capital cost of Project (in Rs. Lakhs or US \$ million):	
Professional Fee as per Work Order/ LOI/LOA/Contract/ Client Certificate : (in Rs. Lakh):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

**Notes:**

- Use separate sheet for each Eligible Project.
- The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- Exchange rate should be taken as Rs. [53] per US \$ for conversion to Rupees.

**APPENDIX-I**  
**Form-11**  
**Eligible Assignments of Key Personnel**  
**(Refer Clause 3.1.4)**

Name of Key Personnel	
Designation of Key Personnel	
Name of the Project	
Name of the Consulting Firm where employed	
Description of the services performed by the Key Personnel ( Including Designation)	
Name of client and Address: (indicate whether Public or Private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs Lakh or US \$ Million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.  (Signature and Name of Key Personnel)	

**Notes:**

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of Key Personnel.



3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered .

**APPENDIX - I**

**Form – 13**

**Deployment of Key Personnel**

S. No.	Designation	Name	Day Numbers		Week Numbers	
			At Project site	Away from Project site	At Project site	Away from Project site
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						



**APPENDIX - I**  
**Form – 15**  
**Proposal for Sub- Consultant (s)**

1. Details of the Firm				
Firm's Name and address and Telephones				
Name and Telephone No .of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant				
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firms Previous Experience				
Name of Work	Name address and, telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

**Note:**

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix–I.
2. Use separate form for each Sub-Consultant.



**APPENDIX –II**  
**FINANCIAL PROPOSAL**  
**Form – 1**  
**Letter of Proposal**  
(On Applicant's Letter Head)

Date and Reference

To,

Commissioner  
Municipal Corporation Bathinda  
Railway Road  
Bathinda

**Subject: “Appointment of Technical Consultant For Preparation of Outdoor Advertisement Master Plan for Bathinda City.”**

Dear Sir,

I/We the undersigned, offer to provide the consulting services for the work cited under subject in accordance with your Proposal dated \_\_\_\_\_ and our Proposal (Technical and Financial Proposal). Our attached Financial Proposal is for the sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)** (Amount in figures and words) inclusive of all Tax applicable taxes (excluding Service Tax).

The above fee is inclusive of Survey Cost of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only)** for 30 Km area, which is calculated @ **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)** per Km.

I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

I/We understand that you are not bound to accept any proposal you receive.

Yours faithfully

(Signature Name & Designation of Authorised Signatory)

(Name and Seal of the Applicant/ Lead Member)