



Bhubaneswar Municipal Corporation

Progress through Partnership for better Bhubaneswar

XXII(L) - 33/17

RFP No: 27643

Date: 24.04.2021

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

Sealed Proposal are invited for "Advertisement Rights on Government Land under 3 different packages of South West Zone of BMC" in conformity with the Terms & Conditions of the Detailed RFP in single bid system (Part-I: General & Technical Proposal and Part-II: Financial Proposal) from intending bidders fulfilling the terms of eligibility laid down in the RFP document. Please refer to Website www.bmc.gov.in for complete details and downloading the Document. The RFP document shall be available from 24.04.2021 with last date of submission being 21.05.2021 till 5:00 pm.

For any queries please contact bmcpcmu@bmc.gov.in

By Order,


24/4/21
Dy. Commissioner (Revenue)
Bhubaneswar Municipal Corporation

Memo No. 27644 / BMC Dt. 24.04.2021 /

Copy to DC (PR)/ Director, I&PR for publishing this notice for one day i.e. in two Odia Daily i.e. Samaja & Dharitri (All Odisha Edition) and one English Daily i.e. Times of India (All India Edition).


24/4/21
Dy. Commissioner (Revenue)
Bhubaneswar Municipal Corporation

Memo No. 27645 / BMC Dt. 24.04.2021 /

Copy to DC(IT)/ Manager, IT PMU for uploading the RFP document in BMC website.


24/4/21
Dy. Commissioner (Revenue)
Bhubaneswar Municipal Corporation

Memo No. 27646 / BMC Dt. 24.04.2021 /

Copy to P.A. to Administrator/ Steno to Commissioner/ C.A. to Additional Commissioner
for kind information of Administrator / Commissioner and Additional Commissioner


Dy. Commissioner (Revenue)
Bhubaneswar Municipal Corporation

Request for Proposal for Advertising Rights on Government Land under South West Zone in Bhubaneswar City



Bhubaneswar Municipal Corporation
Progress Through Partnership for Better Bhubaneswar

VIVEKANAND MARG, NEAR KALPANA SQUARE, BHUBANESWAR-751014

Phone: 0674-2431403

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to the 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 Client to the prospective Applicants or any other person. The purpose of this RFP is to provide prospective Applicants with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the Services. 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 Client, 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Client 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 Client is bound to select an Applicant or to appoint the selected Agency, as the case maybe, to provide the Services and the Client 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 Client 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 Client 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.

PART-A: INSTRUCTION TO APPLICANTS

SECTION-1: DEFINITIONS

- 1.1 “**Agency**” means the successful Applicant selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.
- 1.2 “**Applicable Law**” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- 1.3 “**Applicant**” means any person/firm/company that submits a Proposal pursuant to this RFP.
- 1.4 “**Authority**” means Bhubaneswar Municipal Corporation (BMC), the implementing authority that will sign the Contract for the Services with the selected Agency.
- 1.5 “**Clause**” means a clause of the ITA.
- 1.6 “**Client**” means Bhubaneswar Municipal Corporation (BMC), the implementing authority that will sign the Contract for the Services with the selected Agency.
- 1.7 “**Companies Act**” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.
- 1.8 “**Contract**” means the legally binding written agreement to be executed between the Client and the selected Agency. A draft of the Contract has been set out and includes all the documents listed in the draft Contract.
- 1.9 “**Data Sheet**” means the data sheet set out in Section 6 of Part A with specific details and information to supplement (and not override) the general provisions set out in Part A of the ITA.
- 1.10 “**Day**” means a calendar day.
- 1.11 “**Eligibility Criteria**” means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in Clause 2.4, which an Applicant is required to satisfy to be qualified as an eligible Applicant for award of the Contract.
- 1.12 “**EMD**” shall have the meaning ascribed to it in Clause 3.10.

- 1.13 **“Financial Proposal”** means the financial proposal of the Applicant comprising the documents set out in Clause 3.9.2.
- 1.14 **“GoO”** means the Government of Odisha.
- 1.15 **“GoI”** means the Government of India.
- 1.16 **“ITA”** mean the Instructions to Applicant set out in Part-A of the RFP that provides the Applicants with all the information needed to prepare their Proposals.
- 1.17 **“Performance Security”** shall have the meaning ascribed to it in Clause 4.3.
- 1.18 **“Proposal”** means the submissions made by an Applicant pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- 1.19 **“Proposal Due Date”** means the last date for submission of the Proposals, as specified in the Data Sheet.
- 1.20 **“RFP”** means this, request for proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- 1.21 **“Services”** means the work to be performed by the Agency pursuant to the Contract, as described in greater detail in the Terms & Conditions at Part - F.
- 1.22 **“Technical Proposal”** means the technical proposal of the Applicant comprising the documents set out in Clause 3.9.

SECTION-2: INTRODUCTION

2.1 Bhubaneswar Municipal Corporation – An introduction

Bhubaneswar Municipal Corporation (BMC) was constituted in the year 1948 as a Notified Area Committee then as a Municipality in the year 1979 and finally as a Corporation in the year 1994. BMC has undertaken pioneering work in various fields and perceives its role as principal provider of various services to provide a better quality of life to the residents of Bhubaneswar. An area of 186 sq. K.M. is being covered by BMC which is divided into 3 zones comprising 67 wards. As per census 2011, the population of Bhubaneswar is 8.40 lakhs with an households of 2 lakhs approx.

2.2 Objective

BMC in order to monitor and supervise its activities within the city has divided the entire city under its jurisdiction into 3 zones i.e. South-east, North and South-west zone with each zone headed by a Zonal Deputy Commissioner. BMC has already earmarked its Advertisement locations on Government Land for each zone. BMC intends to auction advertisement locations under each South West Zone in 3 different packages. The intending bidders can apply for one or more Package.

2.3 Scope of Services

Please refer PART-F for detailed Term of Reference.

2.4 Minimum Eligibility Criteria

2.4.1 The applicant should be a company incorporated under The Companies Act, 1956 or The Companies Act, 2013 or a partnership firm or a limited liability partnership registered under the LLP Act, 2008 or a proprietorship. The applicants may also bid by way of consortium/joint Venture. However, the total number of members in a consortium/joint Venture shall be limited to 2 (two). The applicants should possess the following eligibility:

- A) The Applicant must have Minimum three (03) years' experience in the last seven (07) financial years (ending 31st March 2020) as an advertisement rights concessionaire/licensee for a minimum period of 2 successive years for any City Municipal Corporation/Municipality/Smart City SPV/Airport/Mass Transit Systems i.e. Metro rails/ Railway establishment under Indian railways or for any Shopping Mall etc.
- B) The Annual Average Turnover of the Applicant in last 3 Financial Years i.e. 2017-18, 2018-19 and 2019-20 shall not be less than:

Name of the Package	Minimum Annual Average Turnover requirement
Package-I	Rs. 55.00 Lakhs
Package-II	Rs. 50.00 Lakhs
Package-III	Rs. 16.00 Lakhs

Provided further that at least fifty percent (50%) of the qualifying turnover as claimed herein above must pertain to the business, on the strength of which the technical capacity eligibility is being claimed.

In case an applicant is applying for more than 1 Package then the Turnover requirement shall be cumulative of the requirement mentioned in the table above corresponding to the concerned zone the applicant has applied for and the applicant must possess at least fifty percent (50%) of the cumulative qualifying turnover as claimed herein above must pertain to the business. For avoidance of doubt, In case an applicant has applied for Package-I and Package-II then in such case the qualifying turnover shall be (Rs. 55.00 lakhs + Rs. 50.00 lakhs) and the turnover requirement from business on the strength of which the technical capacity eligibility is being claimed shall be (Rs. 55.00 lakhs + Rs. 50.00 lakhs) x 50%.

- C) The applicant must have valid GST Registration Certificate.
- D) The applicant (in case of single applicant)/ consortium members (in case of consortium/JV) should have not been blacklisted or not terminated by any government department/institutions for any assignment prior to completion.

Note:

- a) For the purpose of Clause no. 2.4.1 above, the applicant must submit a Certificate of Incorporation/ registration issued by appropriate authority.
- b) For the purpose of point no. 2.4.1(A), the Applicant must file a Self-Declaration indicating the three years out of the preceding five financial years in respect of which it intends to claim Technical eligibility. The Applicant must submit Self Attested Scanned Copies of Award Letters from the respective Principals on the strength of which it intends to claim Technical eligibility.
- c) For the purpose of Clause 2.4.1(B) The Applicant must submit a certificate from its Chartered accountant clearly certifying the percentage of Gross Sales Turnover achieved during each of the preceding three financial years i.e. 2016-17, 2017-18 and 2018-19 from business in respect of which the Technical Experience is being Claimed and other businesses so as to enable Authority to evaluate whether the applicant has satisfied the condition
- d) Applicant/Consortium/JV members shall also submit details of all ongoing litigations of the company and its associates. Any non-disclosure shall result in forfeit of EMD and/or rejection of Bid.
- e) In case the Applicant is a Consortium then the following Criteria shall apply

for fulfillment of Eligibility Criteria:

- i. Members of the Consortium/JV shall enter into a Consortium/Joint Venture Agreement prior to submission of Application. The said Agreement shall be furnished along with the Proposal.
- ii. The Agreement shall, inter alia, convey the intent to form the joint venture/consortium, with shareholding commitment(s) in accordance with which would enter into the Contract Agreement and subsequently carry out all the responsibilities as Contractor in terms of the Contract Agreement, in case the Contract to undertake the Project is awarded to the Consortium/JV. The Agreement shall also clearly outline the proposed roles and responsibilities of each member at each stage.
- iii. Members of the Consortium/JV shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed (Appendix 4 A), signed by all the members.
- iv. The members of the Consortium/JV shall hold minimum equity stake of 26% in order to consider its experience in technical and financial eligibility criteria.
- v. All the consortium/JV members, as the case may be, would need to submit their annual turnover for Financial Capability evaluation by submitting their audited financial statements for the last three (3) financial years ending 31.03.2020 (i.e, FY 2017-18, FY 2018-19 and FY 2019-20). The annual turn-over would be taken as an arithmetic sum of the annual turn-over of the Lead Member along with the member of the Consortium/ joint venture, as applicable.
- vi. A member of one consortium/JV cannot be a member of another consortium or a single applicant for the purpose of proposal submission.

2.4.2 Other Conditions

Even if an applicant satisfies the above requirements, it will be subject to disqualification if it has:

- a. Made a false representation in the form, statement and attachments required in the registration documents;
- b. Record of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion;
- c. If it has been convicted by any court of law.

2.4.3 An Applicant must not have, during the last three years from the bid due date, 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 of contract by such Applicant.

- 2.5 A Contract will be signed between the Client and the Selected agency/agencies for the purpose of Advertisement rights on Government land for each zone separately.
- 2.6 The Client has adopted a single-stage bid process for selection of the agency. Applicants, who are eligible in accordance with clause 2.4 of the RFP, are invited to submit their Proposals for providing the Services, which will consist of two parts: (a) Technical Proposal; and (b) Financial Proposal, each in the formats specified in Part B and C. The evaluation of the Proposals will be carried out in two stages as explained below:
- 2.6.1 Stage-I: Opening of Technical Proposal
- a) The EMD and Bid Document Fee shall be checked. Proposals without the appropriate EMD and Bid Document Fee will be rejected.
 - b) Then the Technical Proposals of the applicant will be evaluated as per Clause 2.4.1 of this RfP, to determine compliance with the requirements of this RFP.
 - c) All bidders meeting the requirements of Step-I of the evaluation will be considered for the next stage of the bidding.
- 2.6.2 Stage-II: Opening of Financial Proposal
- Financial Proposals of the technically qualified applicants will be opened. Financial proposal shall be evaluated as per process laid down in clause 4.6.2 of the RfP.
- 2.7 The Applicants should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Applicants may attend the pre-bid meeting, which will be held on the date specified in the Data Sheet, during which the Applicants will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Applicants' expense.
- 2.8 The statements and explanations contained in the RFP are intended to provide the Applicants with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Agency, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Agency or the scope of the Services or the terms of the Contract.
- 2.9 Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

- 2.10** The Client may endeavor to provide to the Applicants, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals.
- 2.11** The Client will endeavor to adhere to the timelines set out in the Data Sheet for carrying out the bid process and award of the Contract.
- 2.12** It will be assumed that Applicants will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.
- 2.13 Conflict of Interest**
BMC requires that Agency provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, avoid conflicts with other assignments or their own interests and act without any consideration for future work. The Agency shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 2.13.1** An applicant may be considered to have a conflict of interest that affects the Bidding Process, if the relationship between two applicants is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.
- 2.13.2** The applicant, its Member or Associate (or any constituent thereof) and any other applicant, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows:
- a) **If Bidder is a Company:** In such case, the applicant (including its Member or Associate or any share holder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
- more than 25% of the paid up and subscribed equity capital in the other applicant, its Member or Associate of such other applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other applicant, its Member or Associates such other applicant, its Member or Associates is a Partnership firm. and/or Other applicant, its Member or

Associates which is a Proprietorship Firm.

- b) **If Applicant is a Partnership Firm:** In such case, the Applicant or its Partners or Associate having a profit sharing of more than 25% of such Applicant or its Partners or Associate as the case may be also holds:
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm, and/or Other Applicant, its Member or Associates which is a Proprietorship Firm.
- c) **If Applicant is a Proprietorship Firm:** In such case, the Applicant or its Proprietor or Associate of such Applicant or its Proprietor or Associate as the case may be also holds;
- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other applicant, its Member or Associates is Company; and/or
 - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. and/or other Applicant, its Member or Associates which is a Proprietorship Firm.

2.13.3 An applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other applicant.

2.14 Unfair Competitive Advantage

Fairness and transparency in the selection process requires that the Applicant or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate all information that would in that respect give the Applicant any unfair competitive advantage over competing Agencies.

2.15 Corrupt and Fraudulent Practices

2.15.1 The Applicant (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Part E.

2.15.2 To this end, the Applicant shall permit and shall cause its agents and Personnel to permit the Client to inspect all records, and other documents relating to the submission of the Proposal.

2.16 Acknowledgement by Applicant

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

- (i)** made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
- (ii)** accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- (iii)** satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
- (iv)** acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the work shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
- (v)** agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.

2.11.2 Rights of the Client:

The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the agency;
- (ii) consult with any applicant in order to receive clarification or further information;
- (iii) retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any applicant;
- (iv) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any applicant, provided that any such verification or lack of such verification by the Client shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of the Client;
- (v) reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Applicant in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (vi) accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Agency, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Applicant.

2.11.3 If the Client exercises its right under this RFP to reject a Proposal and consequently, the Rank-1 Applicant gets disqualified or rejected, then the Client reserves the right to:

- (i) invite the Rank-2 Applicant (and Rank-3 applicant, if Rank-2 also gets rejected) to negotiate the Contract; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Applicants or annulling the entire bid process.

Section-3: Preparation of Proposals

3.1 General Considerations

In preparing the Proposal, the Applicant is expected to examine the RFP in detail. The RFP must be read as a whole. If any Applicant finds any ambiguity or lack of clarity in the RFP, the Applicant must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

3.2 Cost of Preparation of Proposal

The Applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of the Contract, without assigning any reason and without incurring any liability to the Applicant.

3.3 Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Applicant and the Client shall be written in the English language(s) only.

3.4 Documents Comprising the Proposal

3.4.1 The Proposal shall consist of 2 parts: (a) Qualification Documents and (b) the Financial Proposal. Each part will comprise the documents and forms listed in Clauses 3.9.

3.4.2 The Applicant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.

3.5 Only One Proposal

The Applicant shall submit only one Proposal. If an Applicant submits or participates in more than one Proposal for any particular zone, all such Proposals shall be disqualified and rejected.

3.6 Proposal Validity

3.6.1 Each Proposal must remain valid for the period specified in the Data Sheet.

- 3.6.2 During the Proposal validity period (as specified in the Data Sheet), the Applicant shall maintain its original Proposal without any change, including the proposed Project Co-ordinator and the Financial Proposal.
- 3.6.3 The Client will make its best effort to complete the bid process and select the Agency within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Applicants who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.
- 3.6.4 If the Applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- 3.6.5 The Applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Applicant will be returned in the manner set out in this RFP.
- 3.6.6 In the event an Applicant agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Applicant along with the Proposal will also be extended for an equivalent period.

3.7 Clarification and Amendment of the RFP

- 3.7.1 The Applicant may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Data Sheet. Any queries or requests for additional information in relation to the RFP should be submitted in writing or by fax or email. The envelope or communication must clearly bear the following subject line - "Pre-Bid Queries -Advertisement Rights on Government Land in Bhubaneswar City" and sent to the address/number/e-mail address indicated in the Data Sheet.
- 3.7.2 The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Applicant queries (including an explanation of the query but without identifying its source) will be made available to all Applicants and shall be uploaded on the Client's website. It shall be the Applicant's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Applicants' by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and

nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- (a) At any time before the Proposal Due Date, the Client may amend the RFP by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Applicants. The Applicants shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Applicant's failure to do.
- (b) If the amendment is substantial, the Client may extend the Proposal Due Date to give the Applicants reasonable time to take an amendment into account in their Proposals.
- (c) Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.

3.7.3 The Applicant may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted, withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.

3.8 Preparation of Proposals - Specific Considerations

While preparing the Proposal, the Applicant must give particular attention to the estimated man-months' time input required for the terms & conditions as set out in the Part- F. The Proposal shall be based on the Applicant's own estimates of the time to be spent on providing the Services.

3.9 Technical Proposal Format and Financial Proposal

The Technical Proposal is un-priced proposal and shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

3.9.1 **The Technical Proposal submitted by an Applicant shall comprise the following:**

- (i) Bid Document Fee

- (ii) The Proposal Submission Form in the form attached at Appendix1;
- (iii) Details of the Applicant in form set out at Appendix 2;
- (iv) The bid document fee in the form of a demand draft drawn in favour of the Client;
- (v) The EMD in the format set out at Appendix 3;
- (vi) A power of attorney for signing the Proposal in the format set out in Appendix 4;
- (vii) A power of attorney for Lead member of the consortium/JV in the format set out in Appendix 4A
- (viii) Affidavit certifying that the Applicant is not blacklisted in the format set out in Appendix 5;
- (ix) Duly certified copy of the Applicant's certificate of incorporation/certificate of registration issued under its applicable laws.
- (x) Copy of GST Registration Certificate
- (xi) Copy of PF & ESI Registration
- (xii) Audited Financial Statements for last three financial years i.e. 2017-18, 2018-19 and 2019-20.
- (xiii) Technical Qualification of the applicant in the format set out in Appendix-6 along with supporting certificates from client;

3.9.2 Financial Proposal

The Financial Proposal to be submitted by the Applicant shall be in the format set out in Appendix 8. In case an applicant is applying more for more than 1 Package then separate sealed Financial Proposal shall be submitted in respective envelope pertaining to the concerned Package. In case a financial proposal of 1 Package is found in the Financial Proposal of Other zone then in such a case the Financial Proposal shall be rejected outrightly. The applicant to ensure that the Financial proposal shall not be opened pre-maturely, unless it is opened explicitly due to commission of any error by the Authority.

The Applicants are responsible for meeting all tax liabilities and any out of pocket expenses arising out of the Contract.

3.9.2.1. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:

- a) When the rate quoted by bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- b) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
- c) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount will be reworked.

3.10 Earnest Money Deposit

3.10.1 An Earnest Money Deposit (EMD) amount as indicated in the Data Sheet in the form of an irrevocable, unconditional and on-demand bank guarantee drawn in favour of the Client and payable at Bhubaneswar must be submitted along with the Proposal.

3.10.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

3.10.3 The EMD submitted along with the Proposal will remain valid for the period as mentioned in Data Sheet, including any extensions thereof.

3.10.4 No interest shall be payable by the Client for the sum deposited as EMD.

3.10.5 Unless forfeited in accordance with Clause 3.11 below, the EMD of the unsuccessful Applicants will be returned within 1 month from the date of issuing LoA to the Rank-1 Applicant. The EMD of the Rank-1 i.e. H1, Rank-2 i.e. H2 & Rank-3 i.e. H3 Applicants will be returned within 30 days from the date of signing of contract.

3.11 Forfeiture of EMD

The EMD shall be forfeited and appropriated by the Client as pre-estimated compensation and damages payable to the Client for the time, cost and effort of the

Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:

- a. If an Applicant withdraws its Proposal during the Proposal validity period or any extension agreed by the Applicant thereof.
- b. If an Applicant is disqualified in accordance with Clause 2.8
- c. If the Applicant tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Clause 2.10.
- d. If an Applicant is declared the Rank-1Applicant and it:
 - (i) Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the Rank-1Applicant shall not be construed as withdrawal of proposal by the Rank-1Applicant;
 - (ii) fails to furnish the Performance Security in accordance with Clause 4.3 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) fails to execute the Contract.

3.12 Bid documents Fees

All Applicants are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents fees as follows:

- a. Bid document fee shall be paid through demand draft drawn in favour of the Client.
- b. The bid document and processing fee is non-refundable.

Please note that the Proposal, which does not include the Bid documents fees, would be declared as non-responsive and accordingly, rejected.

Section-4: Submission, Opening & Evaluation

4.1 Submission, Sealing and Marking of Proposal

4.1.1 The Applicant shall submit a signed and complete Proposal comprising the documents specified in Clause 3.9.

- 4.1.2 The Proposal shall be submitted in physical form (hard copy) in a spiral binding book format and will be sent by registered post, speed post or courier in the manner and to the address specified in the Data Sheet. Please note that hand delivery of the proposal is not allowed.
- 4.1.3 The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.
- 4.1.4 Each Proposal must be typed or written in indelible ink and an authorized representative of the Applicant shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a written power of attorney executed in the format attached as Appendix 4. The name and position held by the person signing the Proposal must be typed or printed below the signature.
- 4.1.5 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Applicant. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- 4.1.6 The number of copies required to be submitted is indicated in the Data Sheet.
- 4.1.7 The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope. **The applicant must mention the name of the Package it is applying. In case the applicant is applying for all Package then separate envelope for each zone shall be placed in the following manner:**
- (a) The first envelope (Envelope A) will contain the Bid Document fee and EMD and be marked as follows:
- “ADVERTISEMENT RIGHTS ON GOVERNMENT LAND IN
BHUBANESWAR CITY FOR PACKAGE-I/PACKAGE-II/PACKAGE-
III UNDER SOUTH WEST ZONE”
Bid Document Fee & EMD
DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON
[Proposal Due Date]”
- (b) The second envelope (Envelope B) will contain the Technical Proposal and be marked as follows:

“ADVERTISEMENT RIGHTS ON GOVERNMENT LAND IN
BHUBANESWAR CITY FOR PACKAGE-I/PACKAGE-II/PACKAGE-
III UNDER SOUTH WEST ZONE”

QUALIFICATION DOCUMENTS
DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON
[Proposal Due Date]”

- (c) The third envelope (Envelope C) will contain the Financial Proposal and be marked as follows:

“ADVERTISEMENT RIGHTS ON GOVERNMENT LAND IN
BHUBANESWAR CITY FOR PACKAGE-I/PACKAGE-II/PACKAGE-
III UNDER SOUTH WEST ZONE”

FINANCIAL PROPOSAL
DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF
TECHNICAL PROPOSAL”

- (d) The sealed envelopes containing the Bid Document Fee & EMD, Technical Proposal and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Applicant and the RFP reference number and be marked as follows:

“PROPOSAL FOR ADVERTISEMNT RIGHTS IN BHUBANESWAR
CITY FOR FOR PACKAGE-I/PACKAGE-II/PACKAGE-III UNDER
SOUTH WEST ZONE”

DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON
[Proposal Due Date]”

- (e) If the envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

4.2 Confidentiality

- 4.2.1** From the time the Proposals are opened to the time the Contract is awarded, the Applicant should not contact the Client on any matter related to its Qualification Documents and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Applicants who submitted the Proposals or to any other party

not officially involved with the bid process, until the publication of the Contract award.

4.2.2 Any attempt by an Applicant or anyone on behalf of the Applicant to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.

4.2.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Applicant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

4.3 Performance Security

4.3.1 Upon selection, the Agency shall furnish to the Client, a performance security of the amount specified in Clause 4.3.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Agency under the Contract (the **Performance Security**). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.

4.3.2 The Performance Security shall be for an amount equal to **10% of the contract value**.

4.4 Opening and Evaluation of Proposals

4.4.1 The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.

4.4.2 The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.

4.4.3 The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Applicants whose authorized representatives choose to attend the bid opening event.

4.5 Responsiveness and Eligibility Tests

4.5.1 First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Applicants are eligible to be awarded the Contract. The Qualification Documents shall be considered responsive only if:

- (a) all documents specified in Clause 3.9 are received in the prescribed format;
- (b) the Proposal is received by the Proposal Due Date;
- (c) it is signed, sealed and marked as specified in Clause 4.1;

- (d) it contains all the information and documents (complete in all respects) as requested in this RFP; and
- (e) it does not contain any condition or qualification.

If any Applicant is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be non-responsive or the Applicant does not meet the Eligibility Criteria, then the Proposal submitted by such Applicant will be rejected.

4.6 Evaluation of Proposals

Evaluation of proposals shall be made in the following manner as prescribed herein:

4.6.1 Evaluation of Qualification documents

- i. The Client's evaluation committee shall evaluate the Qualification documents of eligible Applicants for responsiveness. If the Proposal for Qualification documents is found:
 - (a) not to be complete in all respects; or
 - (b) not duly signed by the authorized signatory of the Applicant;
 - (c) not to be in the prescribed format; or
 - (d) to contain alterations, conditions, deviations or omissions,then such Proposal for Qualification document shall be deemed to be substantially non-responsive and be liable to be rejected.
- ii. Each responsive Qualification submitted by an eligible Applicant will be eligible for next stage of bidding i.e. opening of financial proposal.

4.6.2 Public Opening of Financial Proposals

4.6.3 After the evaluation of Qualification documents of eligible Applicants is completed, the Client shall notify those Applicants whose Qualification documents were considered non-responsive to the RFP that their Financial Proposals will not be opened. The Financial Proposals of technically unqualified Applicants will be returned unopened. The Client shall simultaneously notify in writing those Applicants that have achieved minimum eligibility criteria and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Applicants sufficient time to make arrangements for attending the opening.

The Applicant's attendance at the opening of the Financial Proposals is optional and is at the Applicant's choice.

4.6.4 The Financial Proposals of eligible Applicants shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Applicants whose designated representatives choose to be present.

4.6.5 At the opening of the Financial Proposals, the names of the Eligible Applicant who quoted the highest **License Fee amount per month** shall be treated as H1 bidder.

4.6.6 If any Financial Proposal is found:

- (i) not to be complete in all respects;
- (ii) not duly signed by the authorized signatory of the Applicant;
- (iii) not to be in the prescribed format; or
- (iv) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected.

4.7 Correction of Errors

Financial Proposal shall be assumed to be included in the prices of all the activities or items, and no corrections will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between (a) a partial amount (sub-total) and the total amount; or (b) between the amount derived by multiplication of unit price with quantity and the total price; or (c) between words and figures, the former will prevail in each case.

The Selected Applicant shall be the First Ranked Applicant (H1). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the H1 Applicant withdraws, or fails to comply with the requirements specified in the RFP document.

Section-5: Negotiations & Award

5.1 Negotiations

5.1.1 The H1 Applicant may, if necessary, be invited for negotiations with the Client. The negotiations will be held with the H1 Applicant's authorized representative at the date and address as intimated to the H1 Applicant. The negotiations will be for re-confirming the obligations of the H1 applicant under the Contract and the RFP and finalising the detailed work plan and deliverables.

5.1.2 The Client shall prepare minutes of negotiations which will be signed by the Client and the H1 applicant's authorized representative.

5.2 Technical Negotiations

The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Client's inputs, deployment of the Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the H1 applicant. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

5.3 Conclusion of Negotiations

If the negotiations fail, the Client shall inform the H1 Applicant in writing of all pending issues and disagreements and provide a final opportunity to the H1 Applicant to respond. If disagreement persists, the Client shall terminate the negotiations informing the H1 Applicant of the reasons for doing so. Upon termination of the negotiations with the H1 Applicant, the Client may invite the H-2 Applicant to match the price offered by H1 and negotiate the Contract with the Client and in case negotiation with H-2 fails Client may invite H-3 to match the price offer of H1 or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the H2/H3 Applicant(s), the Client shall not reopen the earlier negotiations.

5.4 Award of Contract

5.4.1 After completing the negotiations, the Client shall issue a letter of award to the selected Applicant:

- (i) accepting the Proposal of the selected Applicant with such modifications as may be negotiated with the Client;

- (ii) appointing it as the Agency;
- (iii) requesting it to submit the Performance Security in accordance with Clause 4.3;
- (iv) requesting it to appoint required team to perform the Services or a part thereof in accordance with the Contract;
- (v) subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within 15 days of receipt of the letter of award, the Agency shall sign and return a copy of the letter of award.

5.4.2 Upon execution of the Contract, the Client may notify the other technically qualified Applicants of the conclusion of the selection process and/or upload the details of the selected Agency on its website.

5.4.3 If the selected Applicant fails to satisfy the conditions specified in Clause 5.4.1 above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Applicant, revoke the letter of award and forfeit the EMD of the selected Applicant. If the Client elects to disqualify the selected Applicant and revoke the letter of award, it may invite the next lowest Applicant to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Applicants or annulling the entire bid process.

Section-6: Data Sheet

ITA Reference Clause

Clause 2.2 **Method of Selection:** Highest Amount offered

Clause 2.7 **A Pre bid meeting will be held on 03/05/2021, Time: 12:00 PM**

Online mode. Contact Person: Deputy Commissioner (Revenue):9437040406

Clause 2.11& Clause 3.6.3 Schedule of Bidding Process: The client will endeavor to adhere the following schedule:

Sr. No.	Event Description	Date
1	Issue of RFP	24/04/2021
2	Uploading of RFP	24/04/2021
3	Last date of receiving Queries (bmcpmu@bmc.gov.in)	02/05/2021
4	Pre-bid Meeting	03/05/2021
6	Last Date of submission of Proposals	21/05/2021 by 05:00 p.m. in the chamber of Dy. Commissioner (Revenue)
7	Opening of Proposals (Qualification & Technical Proposals)	24/05/2021 at 12:00 noon
8	Opening of financial proposals	To be intimated later
9	Validity of Proposal	180 days from the last date of submission of proposal

Clause 2.14 Information regarding Unfair Competitive Advantage: No any such information is applicable.

Clause 3.3 This RFP has been issued in the English language and proposal shall be submitted in English language. All correspondence exchange shall be in English language.

Clause 3.6.1 & 3.6.2 Proposals must remain valid for 180 (one eighty) calendar days after the Proposal Due Date i.e. from 20/11/2021.

Clause 3.7.1 Clarifications may be requested no later than 1 days prior to the pre-bid meeting date i.e. by end of the day on 02/05/2021

The contact information for requesting clarifications is:
Deputy Commissioner (Revenue)
Bhubaneswar Municipal Corporation,
Vivekanad Marg,
Bhubaneswar-751014 (Odisha)
Facsimile: 0674-2431253 E-mail: bmcpmu@bmc.gov.in

Clause 3.7.2 The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before 7 days post the pre-bid meeting date.

Clause 3.7.3 Proposal Due Date:-21/05/2021

Clause 3.10

An EMD in the form of a bank guarantee from any Scheduled Commercial bank in India and drawn in favour of the Bhubaneswar Municipal Corporation and payable at Bhubaneswar, must be submitted along with the Proposal. The EMD amount to be submitted with respect of each Zone is as below:

Name of the Zone	EMD amount in numbers	EMD amount in words
Package-I	Rs. 1,40,000	Rupees One Lakh Forty Thousand only
Package-II	Rs. 1,30,000	Rupees One Lakh Thirty Thousand only
Package-III	Rs. 40,000	Rupees Forty Thousand only

EMD to be submitted through a bank guarantee, must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be 210 (two hundred ten) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period.

Clause 3.12

Non-refundable Bid documents fee of **INR 11,200/- (Indian Rupees eleven thousands and two hundred only)** for each zone shall be paid through a demand draft in favour of the Bhubaneswar Municipal Corporation and payable at Bhubaneswar. **The said document fee shall be paid separately for each Package.**

Clause 4.1.2

The Proposal must be delivered to the following address:

Deputy Commissioner (Revenue)
Bhubaneswar Municipal Corporation
Vivekanand Marg,
Bhubaneswar- 751014 (Odisha)

Clause 4.1.6

The Applicant shall submit one (1) number of copies of the Proposal.

Clause 4.1.7

The Proposal must be submitted no later than:

Date:-21/05/2021

Time:-till 05:00 P.M.

Clause 4.4.2

The opening of the Proposals shall start at:

Bhubaneswar Municipal Corporation
VivekanandMarg
Bhubaneswar- 751014 (Odisha)

Date:- 24/05/2021

Time:-at 12:00 noon

PART- B: STANDARD FORMATS

Appendix-1: Proposal Submission Form

[On the Letter head of the Applicant]

Location & Date

To,
Deputy Commissioner (Revenue)
Bhubaneswar Municipal Corporation
Vivekanand Marg
Bhubaneswar-751014 (Odisha)

**Ref.: RFP for ADVERTISEMENT RIGHTS ON GOVERNMENT LAND IN
BHUBANESWAR CITY FOR PACKAGE-I/PACKAGE-II/PACKAGE-III UNDER
SOUTH WEST ZONE**

Dear Sir,

We, the undersigned, offer to provide the services for the **ADVERTISEMENT RIGHTS ON GOVERNMENT LAND IN BHUBANESWAR CITY FOR PACKAGE-I/PACKAGE-II/PACKAGE-III UNDER SOUTH WEST ZONE** of Odisha for [Name of the Package(s)] in accordance with your Request for Proposals dated [*Insert Date*]. We are hereby submitting our Proposal, which includes the Qualification Documents and Financial Proposal, each in a separate sealed envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- (c) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 3.6.1.
- (d) We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.

- (e) No investigation by a regulatory authority is pending either against us or any of our Affiliates or against any of our directors/managers/employees.
- (f) If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.
- (g) We meet the Minimum Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in PartE of the RFP. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 2.10 and Part E.
- (h) We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
- (i) In the last [3(three)] years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
- (j) If we are selected as the Agency, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Work Plan.
- (k) Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
- (l) We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
- (m) Our Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference and our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.

- (n) We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals or in selection of the Agency, and the terms and implementation thereof.
- (o) We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- (p) We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Applicants and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Address: _____
Contact information (phone and e-mail): _____
(with seal of the Company)

APPENDIX 2: DETAILS OF THE APPLICANT
(To be submitted on the letterhead of the Applicant)

- (i) Name of the Applicant (In full):
- (ii) Address:
- (iii) Telephone no :
- (iv) E-mail address:
- (v) Registration no. and Year of establishment:
(Certificate of Registration/ Incorporation under relevant Acts)
- (vi) Details of individual who will serve as the point of contact/ communication for the Client¹
 - (a) Name:
 - (b) Designation:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- (vii) Particulars of the Authorised Signatory of Applicant:
 - (a) Name:
 - (b) Designation:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

¹ In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

APPENDIX 3: FORMAT OF THE EMD
(To be executed on stamp paper of appropriate value)

B.G. No. [___]

Dated:

In consideration of you, Bhubaneswar Municipal Corporation (referred to as **BMC**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [*insert name of Applicant*] with its registered office at [*Insert Address*] (referred to as the **Applicant** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for Advertisement Rights on Government Land in Bhubaneswar City in [Name of the Zone (s)] (the **Project**), pursuant to the Request for Proposal dated [___] (referred to as the **RFP**) and other related documents, if any (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the **Bank**), at the request of the Applicant, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to BMC an amount of Rs. [___] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant, if the Applicant will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.

1. Any such written demand made by BMC stating that the Applicant is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of BMC is disputed by the Applicant or not, merely on the first demand from BMC stating that the amount claimed is due to BMC by reason of failure of the Applicant to fulfill and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) If an Applicant withdraws its Proposal during the Proposal validity period or any extension agreed by the Applicant thereof.
 - (b) If an Applicant is disqualified in accordance with Clause 2.8;
 - (c) If the Applicant tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Clause 2.10 of the RFP.

- (d) If an Applicant is declared as the preferred Applicant(s) and it:
- (i) withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Applicant shall not be construed as withdrawal of proposal by the first ranked Applicant;
 - (ii) fails to furnish the Performance Security in accordance with Clause 4.3 of the RFP;
 - (iii) fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - (iv) fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - (v) fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

3. This Guarantee shall be irrevocable and remain in full force for a period of 210 (two hundred ten) days, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Applicant is declared as the Agency, then the validity of the EMD of such Applicant shall be extended until the date on which the Agency submits the Performance Security. The EMD of the Agency will be returned upon the Agency furnishing the Performance Security.

4. We, the Bank, further agree that BMC will be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 2.8 above. The decision of BMC that the Applicant is in default as aforesaid will be final and binding on us, notwithstanding any differences between BMC and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
5. The Guarantee will not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, BMC will be entitled to treat the Bank as the principal debtor.

7. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Applicant.
8. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BMC):
 - (a) any time or waiver granted to, or composition with, the Applicant or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Applicant, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Applicant or BMC under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Applicant under the Bid Documents).
9. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
10. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
11. It shall not be necessary for BMC to proceed against the Applicant before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BMC may have obtained from the Applicant or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BMC in writing.

13. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [___]. The Bank will be liable to pay the amount or any part of the Guarantee only if BMC serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to 210 days from the Proposal due date).
15. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of appropriate value and document to be duly attested by
notary public)

Power of Attorney

Know all men by these presents, we (name of the Applicant and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for “Advertisement Rights on Government Land in Bhubaneswar City”, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to BMC, representing us in all matters before BMC, if selected, undertaking negotiations with BMC prior to the execution of the Contract and generally dealing with BMC in all matters in connection with our Proposal.

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

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

For _____
(Signature)

(Name, Title and Address with seal)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

- *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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Proposal is signed by an authorized person of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.*

**Appendix 4A. FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING
LEAD MEMBER OF CONSORTIUM**

POWER OF ATTORNEY

Whereas, Bhubaneswar Municipal Corporation (BMC) has invited proposals from qualified Applicants for **Advertisement Rights on Government Land in Package-I/II/III under South West Zone of Bhubaneswar City**. Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----, and M/s..... (the names and address of the registered offices), do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with BMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with BMC.

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

Dated this theDay of2019

.....

(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law [Indian Laws only] and the charter

documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (for a body corporate)

**APPENDIX 5: FORMAT FOR AFFIDAVIT CERTIFYING THAT APPLICANT IS NOT BLACKLISTED
(On a Stamp Paper of relevant value)**

Affidavit

I M/s. , (the name of the Applicant and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the “Advertisement Rights on Government Land in Bhubaneswar City” would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated thisDay of, 201....

Name of the APPLICANT

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

For an affidavit executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the affidavit is being issued. However, the affidavit 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 apostille certificate.

PART- C : QUALIFICATION DOCUMENTS SUBMISSION FORMS
Appendix- 6: Eligibility Qualification

[The following table shall be filled in for the Bidder]

Name: *[insert full name]*

Date: *[Insert day, month, year]*

[Identify similar Assignments undertaken by the Bidder over the past 5 (five) years and the details set out in the table below. The similar Assignments should be listed chronologically, according to their date of commencement]

Provide the project details category wise in separate table format given below:

Duration	Status (Complete/ Ongoing)	Eligible Assignment name& brief description of main deliverables/output	Name of Client of Eligible Assignment	Approx. Annual License Fee (in INR. Equivalent)/ amount paid by the Bidder for Eligible Assignment	Certificate from the client provided
{e.g., Jan.2015– Dec.2017}		{e.g., “Advertisement Rights incity underMunicipal Corporation		{e.g.,INR 01 Cr.}	Yes/No a. Work order b. Copy of completi on certificat e; [Issued by Competent Authority]

(Name and Signature of Authorized Signatory)
(with the Company stamp)

- *For each similar Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.*

- *Bidders are expected to provide information in respect of each similar Assignment in this Appendix. Each similar Assignment must comply with the requirements set out in the Data Sheet.*
- *For each completed similar Assignment, work order and the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished. In case completion certificate from the client is not available, self-certification by the authorized signatory of the bidder with contact details of the client can be provided.*
- *Ongoing similar Assignment will not be considered for fulfilling minimum technical eligibility criteria.*
- *The client reserves the right to ask for documentary proofs for the claims made with regard to technical eligibility and work experience at any stage of bid process or for the selected bidder, any time thereafter.*
- *The client reserves all rights to verify the authenticity of experience related certificates or any other certificates submitted by the bidder, at any stage of bid process or even thereafter. In case of finding any fraudulent practice during verification, the client will have the right to reject the bid or to terminate the contract.*

PART- D :FINANCIAL PROPOSAL SUBMISSION FORMS

APPENDIX- 7 (A)

FINANCIAL PROPOSAL SUBMISSION FORM

(To be submitted on agencies letter head and signed by the bidder's Authorised Signatory)

{Location, Date}

To,
Deputy Commissioner (Revenue)
Bhubaneswar Municipal Corporation
Vivekanand Marg
Bhubaneswar-751014 (Odisha)

**Ref.: RFP FOR ADVERTISEMENT RIGHTS ON GOVERNMENT LAND IN
BHUBANESWAR CITY FOR PACKAGE-I/PACKAGE-II/PACKAGE-III UNDER
SOUTH WEST ZONE**

Dear Sir,

[Being duly authorized to represent and act on behalf of _____ (name of the Bidder)], having reviewed and fully understood all the requirements of the Request for Proposal dated [] (RFP) issued by BMC for **"ADVERTISEMENT RIGHTS ON GOVERNMENT LAND IN BHUBANESWAR CITY FOR PACKAGE-I/PACKAGE-II/PACKAGE-III UNDER SOUTH WEST ZONE"**, we hereby provide our Financial Proposal.

1. The rate quoted by us per unit shall be inclusive of all work items as mentioned in Part F: Terms of Reference.
2. The above financial proposal shall be including of all tax liabilities and out of pocket expenses, except GST liability. GST shall be claimed from BMC as reimbursement on actual payment basis on production of proof of GST payment.
3. The rate quoted by us is taken after careful consideration of all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of all the conditions that may affect the Proposal.
4. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in Clause 3.6.1 of the RfP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address:

Contact information (phone and e-mail):

(with seal of the Applicant)

APPENDIX- 8 (B)
FINANCIAL PROPOSAL DETAILS

(To be submitted on applicant's letter head and signed by the applicant's Authorised Signatory)

a. SOUTH WEST ZONE (PACKAGE-I):

Sl No.	Location	Offset Price in Rs./Sqft/month (A)	Total Sqft available for Advertisement (B)	Rate quoted by the Bidder in Rs./Sqft/month (C)	Total Amount in Rs. (D) = (B) x (C)
1.	Unit-7 L.I.C office to Delta chak via siripur	150	3571.25		
2.	Siripur to New Airport chhak	150	2123.75		
3.	Stewart Chhak to Delta via Jaleswar Temple & Jaleswar Temple to Gopabandhu Chhak	100	3118.75		
Total (Both in Figures and words)					

b. SOUTH-WEST ZONE (PACKAGE-II):

Sl No.	Location	Offset Price in Rs./Sqft/month (A)	Total Sqft available for Advertisement (B)	Rate quoted by the Bidder in Rs./Sqft/month (C)	Total Amount in Rs. (D) = (B) x (C)
1.	New Airport road (Airport Square to Khandagiri)	150	3895		
2.	Khandagiri Chhak to Pokhriput DAV via Gandamunda	150	1970.25		
3.	Tapoban to NH-16 via AMRI Hospital	150	1195		
Total (Both in Figures and words)					

c. SOUTH-WEST ZONE (PACKAGE-III):

Sl No.	Location	Offset Price in Rs./Sqft/month (A)	Total Sqft available for Advertisement (B)	Rate quoted by the Bidder in Rs./Sqft/month (C)	Total Amount in Rs. (D) = (B) x (C)
1.	JayadevVihar to C.R.P. via Biju Patanaik College	100	1847.5		
2.	Nayapalli P.S. to Munda Sahi Chak	100	1348.5		
Total (Both in Figures and words)					

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address:

Contact information (phone and e-mail):

PART- E :Corrupt and Fraudulent Practices

- E.1 The Bidders 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 Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- E.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client 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 Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client 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.
- E.3 For the purposes of this Clause E.3, 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 Client 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 Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, 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 issuance of the LOA or after the execution of the Contract, as the case may be,

- any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;
- (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) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party²;
 - (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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

“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

²For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

PART- F: TERMS & CONDITIONS

1. The following locations shall be deemed as prohibited areas of Bhubaneswar Municipal Corporation limit for the purpose of advertisement of Hoardings and the same shall be same shall be binding on the selected bidder:
 - a) Capital Hospital chhak to Rabindra Mandap Chhak
 - b) P.M.G Chhak to Congress Bhawan
 - c) A.G. Chhak to Governor House Chhak
 - d) 120 BN Chhak to Rabindra Mandap Chhak
 - e) In the sides of NH-16 from Nakahara to Aiginia

The above said prohibited area shall be strictly followed by the Selected bidder and the Selected bidder is expressly debarred from using those prohibited areas for the purpose of Advertisements.

2. BMC shall have exclusive rights of recovery of License fees from any advertisement hoardings, kiosks, bulletins and any other form of advertisements over private land, buildings and structures other than the allotted sites mentioned in this RFP
3. The Selected bidder shall invest the amount for Infrastructure and shall be responsible for installation of the same for the purpose of advertisement and the Selected bidder shall be at liberty to remove those materials on successful completion/ termination of the contract.
4. The Selected bidder shall not grant any sub-lease to any third party, but the Selected bidder may appoint marketing agents for marketing the advertisements of Hoardings, Kiosks, Bulletins etc. No subletting or its assign of the advertisement site/zone(s) is permissible. The Selected bidder shall manage by himself/itself or through his/its employees but shall not be allowed to sublet the Advertising package(s)/ site to any other person/agency/firm. If at any point of time it is found that the Advertising zone (s)/ site has been sub-let the license, as well as the current contract, shall be liable for cancellation with the approval of competent authority.
5. The Selected bidder shall take care of his advertisement materials displayed within the concerned package of BMC and the client shall not be responsible for any loss caused by anybody or for any act of God. The client shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Selected bidder shall be liable and responsible for any loss of life and/or physical harm/any other loss to the public or any other agency including Government on account of negligence on the part of the Selected bidder in maintaining the site properly.
6. The Advertisement site shall be structurally sound and maintained in good and properly secured condition. The Advertisement shall, at all time, be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner, BMC or its authorised officer.

7. The Selected bidder shall always be responsible for any injury or damaged caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the Selected bidder who will also indemnify and safeguard the client in respect of any such claim or claims. The Selected bidder shall display the code allotted by BMC for each hoarding, kiosks, bulletin, direction board at the Selected sites in a proper manner taking all precautions against electrocution and the client shall not be responsible for any negligence, injury or casualty resulting from installation, renewal or upkeep of the advertisement package
8. The Selected bidder shall obtain electricity connection for illuminated display at the allotted site in his own name or install solar energy system, for which the client shall provide him necessary no objection certificate, on his specific request. In this regard, all charges or dues shall be payable by the Selected bidder directly to the concerned electricity company. No generator set shall be allowed for this purpose.
9. The Selected bidder shall not be responsible for failure or delay in performing their obligations due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, revolution, blockade, riots, insurrection, civil commotion, act of terrorism or sabotage), Act of God, epidemic, cyber terrorism/cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or unusual or extreme weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, embargo put by the Government or any court of law/threats from anti national elements/political protests against the project or extortions from anti social elements/theft/loot or any other situation not envisaged at the time of formulation of this project or tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of force majeure event, the effect it is likely to have on the affected party's performance of its obligation and the measures which the affected party is taking or proposes to take to alleviate the impact of the force majeure event and restore the performance of its obligations. The obligation of the affected party shall be suspended to extent they are affected by the force majeure.
10. The Selected bidder shall take care of the placement of advertisement materials in different shapes and sizes and in traditional and innovative designs. Which shall act to beautify the city within the --Corporation area and the advertisement material shall not be hazardous to the general public and general traffic and shall not be violative of the ethical values
11. The Client shall not permit any outsider for the purpose of fixation of the advertisements and Hoardings except to the Central Government, State Govt. and- Semi Govt. Organization for any welfare programme and the Client shall act upon immediately on intimation and shall remove all hoardings and other unauthorized advertisement materials from the Corporation area.
12. In case, the Selected bidder defaults in making any payment or violate any conditions of the agreement, the client shall be at liberty to rescind the contract/lease without any

notice. And the Selected Bidder shall also have the option to cancel the agreement by giving 4(four) months notice in writing. The Selected Bidder shall be liable to pay the dues for such period and Selected Bidder shall remove and take back all its advertisement materials on display within the Corporation area during the notice period.

13. The Selected bidder shall pay the necessary statutory dues like Goods & Service Tax, Electricity/CESU charges etc of the concerned authorities other than BMC, for conducting the business of advertisements.
14. The Selected bidder shall deposit license fees in advance through demand draft/ Account Payee cheques by the 25th of every month. The license fee for four months will be kept as advance in shape of Post dated cheques. The license fee for the whole year as provided in the OMC Act becomes payable in respect of the site even if these have been displayed for less than a year. Similarly, the selected bidder shall be liable to pay license fee on each and every separate display of advertisement if any advertisement on the advertisement package is found to be displayed without payment of advance license fee, the same shall be liable to be removed by the client at the risk and cost of the Selected bidder. All the correspondence and payments should be made in the office of Commissioner, Bhubaneswar Municipal Corporation, Bhubaneswar against proper receipt.
15. The Selected Bidder shall pay the agreed amount as per the schedule mentioned below from the date of commencement of contract for a period of 3 (three) years.
16. The Selected Bidder shall pay the License Fee as per quoted amount in the financial proposal for the concerned package during the 1st year in monthly installments and shall pay 10% more on the amount of the 1st year during second year and shall further pay 20% more than the amount paid in 2nd year during third Year.
17. If the payment is not made in within then in such case it shall the Selected bidder is liable to pay liquidated damages of 2% per month on the amount due and such penal interest is chargeable for even part of a month. In case the delay persists for more than one quarter i.e. 3 months then in such case the contract is liable to get terminated and the performance security of the selected bidder shall be forfeited.
18. The Selected bidder shall at all time comply with the OMC Act 2003 and Regulations made by BMC there under and shall not in any case conflict with public interest.
19. BMC shall facilitate the Selected bidder in cleaning any obstructions to give a total clear visibility of all advertisements displayed by the Selected bidder.
20. BMC shall take timely action for removing any unauthorized display of Advertisement after being intimated by the Selected bidder in writing.
21. In case of implementation of any Advertisement Policy for Bhubaneswar or any direction of court of law or advertisement package being required by

Government/Corporation, the client retains the right to cancel the license agreement of advertisement contracts by giving one month prior notice in writing and the Selected bidder shall not be allowed to any extension on any ground.

22. During the contract period, if necessitated for carrying out repairs, maintenance, laying of power lines, widening of road/ pavements or for any other purpose, the advertisement package has to be removed in public interest or for any other reasons. BMC may allot alternate site to the Selected bidder in lieu of the site from which the advertisements has been removed within reasonable timeframe having approximately same potential.
23. The Selected Bidder shall maintain proper record of the advertisements displayed by him in respect of each type of structure and produce before BMC as and when warranted. The Selected bidder shall submit true monthly statement showing the number of structures displayed during the preceding month at the time of payment of License Fee.
24. BMC after making proper due diligence may upon request of the Selected bidder allow additional display of Advertisement structures by way of charging additional license fee over and above quoted by the Selected bidder.
25. The Selected bidder shall not display any indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention to prevailing rules and regulations issued by Government from time to time. The decision of BMC in such case shall be final and binding over the Selected bidder
26. BMC reserves the right to add or delete contents on the information panel during the currency of the Agreement and it shall be binding over the Selected bidder. In case any site found without an information board then in such case it shall be treated as unauthorized and can be removed by BMC.
27. The Selected Bidder shall display the following information on board size of 2 feet by 1.5 feet on front side of the pole:
 - BMC logo
 - Code Number
 - Disclaimer
 - Name of the firm whose advertisement has been displayed
28. The Selected bidder shall be bound to indemnify and re-imburse BMC for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of the conditions mentioned herein
29. The Selected Bidder shall keep 1% of the Advertisement space reserved for advertising social message, awareness campaigns etc at the discretion of BMC.
30. In case BMC is unable to handover locations to the Selected Bidder then in such case the Selected bidder shall pay license fees on proportionate basis after deduction to the

License Fee pertaining to the said location. However, once BMC is ready to handover the said location or any alternate location to the Aected bidder then in such case the Selected bidder shall pay the License fees prior to takeover.

31. BMC shall have the Liberty to designate any of its staff for day to day inspections and on the basis of inspection report if any contravention is found then in such case BMC shall have the right to impose penalty.
32. Any dispute arising out in this contract shall be in the jurisdiction of Bhubaneswar court.
33. The Selected bidder, if found involved in any kind of malpractices/violations of site including default in payment of license fees shall be liable for cancellation of the site and for repetition in violation by the same at the other site (s), the Selected bidder shall be blacklisted. The decision of the Authority in such case shall be final and binding over the Selected Bidder.

34. Package-wise details of Advertisement locations

Size of Hoardings: 10 feet x 20 feet (One sided)

Size of Bulletins: 10 feet x 10 feet (One sided)

Size of Kiosks: 4.5 feet x 2.75 feet (Two sided)

d. South-west zone Package-I:

S1 No.	Location	No. of Hoardings	No. of Bulletins	No. of Kiosks
1.	Unit-7 L.I.C office to Delta chak via siripur	10	12	15
2.	Siripur to New Airport chhak	5	10	5
3.	Stewart Chak to Delta via Jaleswar Temple & Jaleswar Temple to Gopabandhu Chak	10	5	25
Total		25	27	45

e. South-west zone Package-II:

S1 No.	Location	No. of Hoardings	No. of Bulletins	No. of Kiosks
1.	New Airport road (Airport square to Khandagiri)	12	10	20
2.	Khandagiri Chak to Pokhriput DAV via Gandamunda	5	5	19
3.	Tapoban to NH-16 via AMRI Hospital	1	5	20
Total		18	20	59

f. South-west zone Package-III:

Sl No.	Location	No. of Hoardings	No. of Bulletins	No. of Kiosks
1.	Jayadev Vihar to C.R.P. via Biju Patanaik College	4	8	10
2.	Nayapalli P.S. to Munda Sahi Chhak	2	8	6
Total		6	16	16

35. Details of codes to be mentioned in the Advertisement Boards

a. South-west zone (Package-I):

Sl No.	Location	Hoardings code	Bulletins code	Kiosks code
1.	Unit-7 L.I.C office to Delta chak via siripur	SWLODH001-SWLODH010	SWLODB001-SWLODB012	SWLODK001-SWLODK015
2.	Siripur to New Airport chhak	SWSACH001-SWSACH005	SWSACB001-SWSACB010	SWSACK001-SWSACK005
3.	Stewart Chak to Delta via Jaleswar Temple & Jaleswar Temple to Gopabandhu Chhak	SWSGCH001-SWSGCH010	SWSGCB001-SWSGCB005	SWSGCK001-SWSGCK025

b. South-west zone Package-II:

Sl No.	Location	Hoardings code	Bulletins code	Kiosks code
1.	New Airport road (Airport Square to Khandagiri)	SWNAKH001-SWNAKH012	SWNAKB001-SWNAKB010	SWNAKK001-SWNAKK020
2.	Khandagiri Chhak to Pokhriput DAV via Gandamunda	SWKPDH001-SWKPDH005	SWKPDB001-SWKPDB005	SWKPKD001-SWKPKD019
3.	Tapoban to NH-16 via AMRI Hospital	SWTNAH001-SWTNAH001	SWTNAB001-SWTNAB005	SWTNAK001-SWTNAK020

c. South-west zone Package-III:

Sl No.	Location	Hoardings code	Bulletins code	Kiosks code
1.	JayadevVihar to C.R.P. via Biju Patanaik College	SWJBCH001-SWJBCH004	SWJBCB001-SWJBCB008	SWJBCK001-SWJBCK010
2.	Nayapalli P.S. to munda Sahi Chak	SWNMSH001-SWNMSH002	SWNMSB001-SWNMSB008	SWNMSK001-SWNMSK006

36. Package-wise details of Offset Price

a. South-west zone (Package-I):

Sl No.	Location	Offset Price in Rs./Sqft/month	Total Sqft available for Advertisement
1.	Unit-7 L.I.C office to Delta chak via siripur	150	3571.25
2.	Siripur to New Airport chhak	150	2123.75
3.	Stewart Chhak to Delta via Jaleswar Temple & Jaleswar Temple to Gopabandhu Chhak	100	3118.75

b. South-west zone (Package-II):

Sl No.	Location	Offset Price in Rs./Sqft/month	Total Sqft available for Advertisement
1.	New Airport road (Airport Square to Khandagiri)	150	3895
2.	Khandagiri Chhak to Pokhriput DAV via Gandamunda	150	1970.25
3.	Tapoban to NH-16 via AMRI Hospital	150	1195

c. South-west zone (Package-III):

Sl No.	Location	Offset Price in Rs./Sqft/month	Total Sqft available for Advertisement
1.	JayadevVihar to C.R.P. via Biju Patanaik College	100	1847.5
2.	Nayapalli P.S. to Munda Sahi Chak	100	1348.5