

## **CONTENTS OF RFP DOCUMENT FOR COLLECTION OF ADVERTISEMENT FEE (GLOW/NEON SIGN)**

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

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**GREATER HYDERABAD MUNICIPAL CORPORATION**



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



# GREATER HYDERABAD MUNICIPAL CORPORATION



No. 245/AD1/ADVT/GHMC/2011

Dt:11.01.2011

## NOTICE INVITING TENDER FOR COLLECTION OF ADVERTISEMENT FEE FOR PERMISSIBLE GLOW/NEON SIGN BOARDS

Greater Hyderabad Municipal Corporation (GHMC) invites Individual firms/Joint Ventures/ Consortiums interested in the project named **Collection of Advertisement fee for permissible Glow/Neon Sign Boards**. The Collection of Advertisement fee for Glow/Neon Sign Boards of Commercial establishments will be made by the successful bidders for a period of 3 years and GHMC invites the interested parties to submit their bids.

- Feature Details available in RFP document

**Scope of Work:** The successful bidders have to deploy sufficient number of Electronic Handled POS (EHPOS) Machines with GPRS connectivity & other requisite Computer Hardware & Software and shall engage sufficient manpower for operation of project. The successful bidders have to collect necessary data of the Glow/Neon Sign Boards of Commercial establishments and shall enter the same to the GHMC main Server application. After uploading the data into Main server of the GHMC, the successful bidders by using EHPOS Machines will generate Demand Notices and serve the same on respective commercial establishments. By using their manpower, advertisement fee shall be collected by using EHPOS Machines, though Cash / Cheque / Demand Draft.

**Service Charges payable to the Successive Bidders:** The collection of Advertisement fee for Glow/Neon Sign Boards for entire GHMC area for the year 2010-2011 was approximately **Rs.5.00 Crores**. The GHMC will not pay any service charges upto Rs. 5.00 Crores for each financial year, the bidders are invited to quote the percentage for over and above collection of Rs. 5.00 Crores as their service charges.

**Eligibility Criteria:** The bidder shall meet the experience, minimum net-worth, and minimum average annual- turnover criteria in the fields of urban infrastructure and in similar field of collection of Revenue.

**Bid Process:** The bidding for the project would be in single submission comprising two stages. First stage would be for pre-qualification of bidders based on eligibility criteria and evaluation of technical parameters of the bidders based on their bids containing their proposals for collection of Advertisement fee for Glow/Neon Sign Boards with their monthly targets so as to achieve 100% collection. The second stage would be the evaluation of financial bids of pre-qualified and technically qualified bidders. Detailed bid process is available in RFP.

**Submission of Bids:** The interested bidders are requested to submit their technical and commercial bids, sealed in separate envelopes, into a one bigger sealed envelope super-scribed as **“Proposal of Collection of Advertisement fee for Glow/Neon Sign Boards”**. Full details are available in RFP. The Bids should reach the office of Addl. Commissioner (Plng), Advertisement Wing, GHMC at the address given below on or before **14<sup>th</sup> February’ 2012** by 3:00 pm.

Interested bidders may procure the Request for Proposal (RFP) document from the office of Addl. Commissioner (Png), Advertisement Wing, GHMC (address given below) during office hours on any working day between **11<sup>th</sup> January' 2012** and **21<sup>st</sup> January' 2012** on payment of Rs. 25,000/- (Rs. Twenty Five Thousand only) through Demand Draft drawn in favour of Greater Hyderabad Municipal Corporation, Hyderabad payable at Hyderabad. The RFP document can also be downloaded from GHMC website <http://www.ghmc.gov.in> and the bid submitted along with a demand draft as mentioned above.

Addl. Commissioner (Png),  
Advertisement Wing,  
Greater Hyderabad Municipal Corporation,  
Tankbund Road  
HYDERABAD

# **DISCLAIMER**

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

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

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

***PART A***

***INSTRUCTIONS TO BIDDERS***



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## A-1 LETTER OF INVITATION

- 1.1 Greater Hyderabad Municipal Corporation (GHMC) proposes to collect Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments through the successful bidders for a period of three years.
- 1.2 This Request for Proposal (RFP) Package is issued from the office of Addl. Commissioner (Png), Advertisement wing, GHMC to Private Sector Partner (PSP) (which include companies, partnership firms, proprietary concerns, etc.) who are interested in bidding for this Project either individually or as a consortium or joint venture of such firms for collection of Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments.
- 1.3 The Private Sector Partner (PSP) would be required to utilize their own manpower for collecting & entering the data & collection of Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments. The collection of Advertisement fee for entire GHMC area for the year 2010-2011 was approximately **Rs.5.00 Crores**. The Private Sector Party would be paid the service charges as per the percentage quoted by the successful bidders on the collection of over and above Rs.5.00 Crores for each financial year.
- 1.4 A two-stage bidding process is being adopted for the project:
- (a) Stage I involves (i) qualification, which includes submission of a Request for Qualification (RFQ) by the bidders and evaluation of the same by GHMC and (ii) evaluation of submitted Technical Proposal of only those bidders who are qualified in sub-stage (a) (i) above, as per the evaluation criteria laid down in the RFP Document Package.
  - (b) Stage II consists of evaluation of Financial Proposal of only those bidders who are found to have submitted proof of meeting the eligibility criteria as in sub-stage (a) (i) above and whose technical proposals are found to be responsive to the requirements of the RFP Document Package and who score the required qualifying marks in the evaluation of their technical bid as in (a) (ii) above.
  - (c) The RFP Document Package comprises
    1. Part A: Instructions to Bidders
    2. Part B: Request for Qualification (RFQ) Document
    3. Part C: Request for Proposal (RFP) Document
    4. Part D: Draft Agreement
- 1.5 All data provided as a part of the RFP Document Package is for guidance and general information purposes. The same should be verified by the bidder for use as a part of preparing their proposals for the project.
- 1.6 Stages I and II proposal documents duly completed and sealed in respective envelopes and as per the procedure explained herein must be delivered to GHMC office at the address given below on or before **14-02-2012** by 1500 Hrs IST (3 pm IST).

Addl. Commissioner (Png),  
Advertisement Wing,  
Greater Hyderabad Municipal Corporation,  
Tankbund Road,  
HYDERABAD

## **A-2 PROJECT BRIEF**

### **2.1 BACKGROUND**

Greater Hyderabad Municipal Corporation (GHMC) intends to collect the Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments by utilizing the logistics (Electronic Handled POS (EHPOS) Machines with GPRS connectivity & other requisite Computer Hardware & Software) and manpower of successful bidders. The successful bidders have to make transparent collection by utilizing Information Technology.

## **A-3 PROJECT FRAMEWORK**

### **3.1 IMPLEMENTATION STRATEGY**

GHMC intends to collect the Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments by utilizing logistics (Electronic Handled POS (EHPOS) Machines with GPRS connectivity & other requisite Computer Hardware & Software) and manpower of successful bidders. The collection of Advertisement fee for entire GHMC area for the year 2010-2011 was approximately **Rs.5.00 Crores**. The Private Sector Party would be paid the service charges as per the percentage quoted by the successful bidders on the collection of over and above Rs.5.00 Crores for each financial year.

### **3.2 SCOPE OF WORK**

1. The Successful bidder(Private Sector Party) have to deploy sufficient number of Electronic Handled POS (EHPOS) Machines with GRPS connectivity & other requisite Computer Hardware & Software and shall engage sufficient manpower for operation of project.
2. The Successful bidder have to collect necessary data of the Glow / Neon Sign Boards of Commercial establishments and shall enter the same to the GHMC Main server application.
3. After uploading the data into Main server of the GHMC, the successful bidder by using EPHOS Machines will generate Demand Notices and serve the same on respective commercial establishments.
4. By using their manpower, advertisement fee shall be collected by using EHPOS Machines through Cash / Cheque / Demand Draft.
5. The Private Sector Party is not entitled for payment of service charges upto Rs. 5.00 Crores for each financial year as per the Schedule of Rates as on the date of calling the bids.
6. If there is any enhancement in the Schedule of Rates, the Private Sector Party is not entitled to claim any benefit on the collection made and the claim shall be in proportionate to the Schedule of Rates as on the date of calling the bids.
7. Advertisement Fee payments at e-Seva / GHMC Citizen Service / Online through Credit Card / Debit Card/ Net Banking will be accepted as per the demand notices served, hence for such transactions the successful bidder will be entitled for payment of service charges.

8. If any arrears of preceding years are collected, the successful bidder are entitled for payment of service charges.
9. In case of non-payment of Advertisement Fee, a notice for sealing of property will be issued and signed by a designated officer of GHMC within (7) days of receipt of request. In case of delay, a penalty of Rs.25/- per day will be collected from the designated officer and 50% of the same will paid to the successful bidder.
10. In case of delay of payment by the concerned establishment, a penal interest of 2% per month will be levied and the same will also be eligible for payment of service charges.
11. After six months of signing on the agreement, if any unassessed Advertisements are detected by the GHMC officials, a penalty of 100% of the unassessed demand will be levied on the successful bidder.
12. Any uncollected demand at the end of the agreement period will not qualify for service charges for such amount.
13. The Cash transaction limit for each machine shall be as demanded by the PSP upto a maximum of Rs.1.00 Lakhs. Soon after reaching the transaction limit the machine will automatically frozen and after depositing the collected amount into GHMC main account the machine will be defrozen for further cash transaction. There is no limit on collection of Cheques / DDs.
14. The cash authorization per EHPOS will be as demanded by the PSP upto a maximum of Rs.1.00 Lakh per EHPOS and the same will be backed by Bank Guarantee of equivalent amount and there is no limit for the transaction through cheques / DDs.
15. The collected amount must be deposited in GHMC account within (2) working days following the day of collection and any delay will entail a penalty of 0.05 % per day for the collected amount (cash / cheque / DDs) for the number of days default.
16. The stationery for receipt / demand notices will be provided by the GHMC and the same must be accounted properly. The damaged / cancelled receipts must be returned to the GHMC every month along with bill. Any loss of receipts must be reported to the police and a copy of FIR must be enclosed with the monthly bill.
17. Payment of service charges will be on a monthly basis, when the collection crosses the threshold of Rs.5.00 Crores in the financial year.
18. The bidder shall be solely responsible for employing adequate staff to perform the obligations as provided in agreement. The successful bidder shall be solely responsible for Collection of data, Uploading the data base and Collection of Advertisement Fee, complying with all the applicable laws as well as for paying the salaries, wages, dues, PF & ESI etc., to their employees. No such employee shall be deemed to be employee of GHMC for any purpose whatsoever.
19. The validity of the bid period shall be Three (3) years and may be extendable upto six more months in case of delay in finalization of next bids.

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

4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and participation in the selection process. GHMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document. Incomplete bids are liable for rejection.

### **4.3 Site visits & other studies and field investigations, if any:**

The Bidders shall visit and examine the sites and obtain for themselves, at their own responsibility and cost, all the information and data that may be necessary for submission of offer and entering into Agreement for collection of Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments. The collection of Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments related information, which has been provided in this RFP document, is intended only to guide the bidders in preparing their Proposal. GHMC shall not stand guarantee for and shall not be held responsible for the veracity of details which have been made available in this document.

### **4.4 Costs associated with Visits and Field Investigations, if any:**

The costs of visiting the sites, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit sites.

4.5 The Bidders are advised to study the scope of work carefully and satisfy themselves in all respect before submitting their offer. A bidder shall be deemed to have full knowledge of the work or not and no extra charges consequent upon any lack of understanding or otherwise shall be allowed.

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

- Made a complete and careful examination of the RFP document
- Obtained all relevant information about the project.
- Familiarised himself with collection of Advertisement fee for Glow/Neon Sign Boards from the Commercial Establishments as well as relevant orders of the Supreme Court of India and High Court of A.P., in respect of collection of advertisement fee.
- Carried out due diligence as required to take up the Project.

4.7 GHMC shall not be liable for any mistake or error on the part of the Bidder in respect of, interalia any of the clauses **4.1 to 4.6** above.

## **A-5 Limitation on Bidding and Award**

Collection of Advertisement fee exclusively for Glow/Neon Sign Boards from the Commercial Establishments and this bidding is not applicable for collection of regular advertisement permit fee/ renewal fee for erection of Hoardings and for Uni-poles for display of advertisements.

## **A - 6 COST OF DOCUMENT**

**6.1** The RFP document Package is priced at Rs. 25, 000/- (Rupees Twenty-five Thousand only) payable in the form of Demand draft drawn in favour of Commissioner, GHMC payable at Hyderabad.

**The Bidders who are downloading the RFP document from the website shall deposit (in the form of a Demand Draft) the said cost of the document along with the Bid.**

## **A-7 CLARIFICATIONS TO RFP DOCUMENTS**

**7.1** The prospective Bidding Firm requiring any clarification of the RFP documents may notify to Addl. Commissioner (Plng), GHMC in writing by post, courier or by facsimile at the address given below.

Addl. Commissioner (Plng),  
Advertisement Wing,  
Greater Hyderabad Municipal Corporation  
Tankbund Road,  
HYDERABAD

The Queries should also be sent by e-mail to **ac\_planning@ghmc.gov.in** Bidders are expected to send their queries in writing at least 2 days prior to the pre-bid meeting.

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

## **A –8 PRE-BID MEETING**

**8.1** A pre-bid meeting shall be held for providing clarifications and replies to the queries of bidders.

**8.2** The pre-bid meeting shall be held on **23-01-2012** at 10.30 AM at GHMC Office. In case of any modification in the venue the same shall be intimated to the bidders and shall be uploaded on the website.

**8.3** Clarifications, if any, including the text of the questions raised and the responses given, would be sent by courier/fax/email to all prospective Bidders who have purchased the document or attended the pre-bid meeting. The clarifications shall also be displayed on the website of GHMC. Any modifications of the RFP document package, which may become necessary as a result of the Pre-bid meeting or otherwise, shall be through the issue of an addendum.

**8.4** The RFP document will be frozen on **31-01-2012**.

**8.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications as also modifications presented in the Addendum will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

8.6 The GHMC is no way responsible for non receipt of Courier / Fax / E-mail and dispatch of the same is considered sufficient as the same will also be displayed on website of GHMC

### **A-9 BID SECURITY**

BID submitted in response to the Request for Proposal Document Package shall be accompanied by a BID Security of Rs. 20, 00,000 in the form of Demand Draft in favour of Commissioner, GHMC payable at Hyderabad or Bank Guarantee valid for six months.

### **A-10 VALIDITY OF BID**

10.1 Bid shall remain valid for a period of **6 months** from the Proposal Submission Due Date. GHMC reserves the right to reject any Bid, which does not meet the requirements.

10.2 Any Bid not accompanied with an acceptable Bid Security is liable for rejection.

10.4 The amount of Bid security of the unsuccessful Bidders would be returned without interest after the acceptance of the letter of award by the successful bidder.

10.5 The amount of Bid security of the successful Bidder would be returned without interest when the successful Bidder has signed the Agreement and furnished the Performance Security for implementation.

10.6 The Bid security is liable to be forfeited under the following conditions:

1. If the Bidder withdraws the Proposal during the period of Bid validity.
2. In the case of a successful Bidder, if the bidder fails to sign the agreement along with required Performance Security within the stipulated time.

### **A-11 CLARIFICATION FROM BIDDERS**

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

### **A-12 LANGUAGE**

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

### **A-13 PROPOSAL DOCUMENTATION**

13.1 The Proposal should have no overwriting. All corrections are to be carried out by crossing and rewriting by the Bidders themselves and all such corrections must be initialed by the person signing the Proposal.

- 13.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.

#### **A-14 GHMC RIGHT TO ACCEPT AND REJECT PROPOSAL**

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

#### **A- 15 BID/PROPOSAL SUBMISSION DUE DATE**

- 15.1 Bid/Proposal will be received up to 1500 Hours IST (i.e. 3 pm IST) on **14-02-2012** at the **office of Addl. Commissioner (Plng), Advertisement Wing, Tankbund Road, GHMC.**

Any Proposal, which is received after the above prescribed deadline shall be returned, unopened.

- 15.2 GHMC may, at its discretion, extend the Bid/Proposal Submission Due Date.

#### **A-16 SUBMISSION OF OFFERS**

Collection of Advertisement fee exclusively for Glow/Neon Sign Boards from the Commercial Establishments

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

- i. The original Bid Security (Demand draft in favor of Commissioner, GHMC) of the required value and in approved format shall be sealed separately in an envelope mentioning:

**“Envelope - A1 “BID SECURITY FOR COLLECTION OF ADVERTISEMENT FEE EXCLUSIVELY FOR GLOW/NEON SIGN BOARDS”**

- ii. The original and copy of qualification documents shall be sealed separately in an envelope mentioning:

**“Envelope – A2 “QUALIFICATION PROPOSAL FOR COLLECTION OF ADVERTISEMENT FEE EXCLUSIVELY FOR GLOW/NEON SIGN BOARDS”**

- iii. The original and copy of the Technical Proposal (RFP) shall be sealed separately in the envelope mentioning:

**“Envelope – A3 “TECHNICAL PROPOSAL FOR COLLECTION OF ADVERTISEMENT FEE EXCLUSIVELY FOR GLOW/NEON SIGN BOARDS”**

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

**“Envelope – B “FINANCIAL PROPOSAL FOR COLLECTION OF ADVERTISEMENT FEE EXCLUSIVELY FOR GLOW/NEON SIGN BOARDS” – NOT to BE OPENED on XXXX**

- v. The original and copy of the Qualification Proposal (RFQ), Technical Proposals (RFP) and Financial Offers shall also be sealed separately before sealing in their respective envelopes of A2, A3 and B respectively.
- vi. All the above envelopes viz. ‘A1’, ‘A2’, ‘A3’ and ‘B’ along with the original bid documents issued / downloaded ( including all amendments and clarifications issued by GHMC) duly signed by authorized signatory on all pages shall then be sealed in one outer envelope
- vii. The inner and outer envelopes shall be addressed to GHMC and marked as below:

**“Tender for Collection Of Advertisement Fee Exclusively For Glow/Neon Sign Boards” To be OPENED on 14-02-2012 at 17.30 PM**

- viii. The outer as well as inner envelopes shall indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is received late.
- ix. If the outer envelope is not sealed and marked as above, GHMC will assume no responsibility for the misplacement or premature opening of the Proposal.
- x. In case the bid document is downloaded from the web site and not purchased, the Bid must be accompanied by a draft of Rs. 25,000/- in favour of Commissioner, GHMC payable at Hyderabad,
- xi. The bid must be delivered at the address provided in clause A- 15 above not later than the time and date stipulated above.
- xii. Submission of Bids or any part thereof, by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Bidder alone to ensure that its bid is delivered at the prescribed address within the stated deadline.

**A-17 LATE BIDS**

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

**A-18 OPENING OF BIDS**

The BIDS as received by due date and time shall be opened by the GHMC at the office of the Addl. Commissioner (Plng), GHMC, Tankbund Road, Hyderabad **at 17:30 hrs IST on due date of Bid submission** in the presence of bidders who choose to be present. On opening of the outer envelope it will be checked if it contains:

- i) Bid Security (Envelope A1)
- ii) Qualification Proposal (Envelope A2)
- iii) Technical Proposal (Envelope A3)
- iv) Financial Proposal (Envelope B)

- v) Original tender document with amendments issued , duly signed
  - vi) Bank Draft of Rs. 25,000/- if documents were downloaded from web site and not purchased
1. The Bid Security envelope will be opened first and will be checked for requisite value and format. Thereafter the Qualification Proposals shall be opened to check whether all Appendices 1 to 8 have been submitted. The qualification Proposals shall be processed further subsequently for completeness in other aspects.
  2. If the documents do not contain Bid Security, or not of required value or in unacceptable form, the offers submitted are liable for rejection.
  3. The Technical and Financial proposals shall not be opened on that day and shall be kept separately in the safe custody of GHMC to be opened and evaluated later on as per the procedure detailed herein.

### **A-19 CONFIDENTIALITY**

GHMC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. GHMC will not divulge any such information unless it is ordered to do so by any Authority that has the power under law to require its disclosure.

### **A-20 TEST OF RESPONSIVENESS**

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

- a. is received by the Due Date and time of submission or any extension thereof.
- b. is signed, sealed and marked as stipulated in clause A-16
- c. is accompanied by the Bid Security in requisite format for specified amount.
- d. is accompanied with the Bank Draft of Rs. 25,000 in case the bid documents were downloaded from web site and not purchased.
- e. contains the information as requested in the RFQ document, as per check list enclosed (available in Part B).
- f. mentions the validity period as set out in clause A-10

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

### **A-21 EVALUATIONS AND COMPARISON OF PROPOSALS**

GHMC will evaluate and compare the proposal determined to be responsive in accordance with Clause No. A-20 and as per the procedure detailed below. In the event of any discrepancy between 'ORIGINAL' and 'COPY' the contents of 'ORIGINAL' shall prevail.

## 21.1 RFQ Evaluation

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

## 21.2 Technical Evaluation

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

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

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

Each responsive Bid shall be given a technical score based on weightages assigned to various parameters of technical proposal as given below. A proposal may be rejected at this stage if it is non responsive or if it fails to achieve minimum technical score of 65 out of 100.

### The scheme of scores is as follows:

Head	Score
<p><b>ORGANISATIONAL SET UP</b></p> <p>As per clause C-3.1.1 of RFP</p> <p>a) Organizational structure during the period of collection of Advertisement fee for Glow/Neon Sign Boards from Commercial Establishments</p> <p>b) CVs of the key persons including task assigned to them</p>	<b>15</b>
<p><b>TECHNICAL DETAILS &amp; SUBMISSIONS</b></p>	<b>20</b>
<p>As per clause C-3.1.2 of RFP</p> <p><b>Schedule</b> for Collection of advertisement fee: Detailed Schedule for Collection of advertisement fee with deployment of sufficient manpower and machinery (Electronic Handled POs (EHPOS) Machines with GPRS connectivity &amp; other requisite Computer Hardware &amp; Software) including bar chart for achieving 100% collection. The minimum details required are as follows:</p>	

<p>a) Collection of data of the Commercial Establishments and uploading the same to GHMC Main Server by using requisite Computer Hardware &amp; Software</p> <p>b) Generation of Demand Notices by using Electronic Handled POs (EHPOS) Machines with GPRS connectivity and serving the same on the concerned establishments</p> <p>c) Collection of Advertisement fee from the Commercial Establishments by using Electronic Handled POs (EHPOS) Machines with GPRS connectivity by accepting Cheques / Demand Drafts drawn in favour of Commissioner, GHMC and they can also accept the Cash Transaction and generate receipts. The Cash transaction limit for each machine shall be as demanded by the PSP upto a maximum of Rs.1.00 Lakhs. Soon after reaching Rs.1.00 Lakh transaction limit the machine will automatically be frozen and after depositing the collected amount into GHMC main account the machine will be defrosted for further cash transaction.</p>	
<p>As per clause C-3.1.3 of RFP</p> <p><b>Employment Schedule:</b> This shall consist of a chart showing deployment of monthly manpower (including skilled and unskilled workers of various categories) commensurate with the collection of data and uploading the same to GHMC Main Server by using requisite Computer Hardware &amp; Software, generating the Demand Notices by Electronic Handled POs (EHPOS) Machines with GPRS connectivity and serving the same on Commercial Establishments, and collection of Advertisement Fee from them by using EHPOS by accepting Cheques / Demand Drafts drawn in favour of Commissioner, GHMC and they can also accept the Cash Transaction.</p>	
<b>Design information</b>	
<b>METHODOLOGY FOR COLLECTION OF ADVERTISEMENT FEE</b>	<b>15</b>
<b>REVENUE COLLECTION MODEL &amp; PHILOSOPHY</b> As per clause A-21.2 (Technical Proposals)	<b>20</b>
<b>PRESENTATION ON PROPOSAL</b>	<b>5</b>
<b>Experience in similar field of collection of Revenue:</b> Score allocation by range will be as under:	<b>15</b>
<b>Upto 5 Crores</b>	<b>5</b>
<b>5 to 10 Crores</b>	<b>5</b>
<b>More than 10 Crores</b>	<b>5</b>
<b>Undertaking for specified early completion of collection of advertisement fee / similar field of collection of revenue subject to minimum saving of 4 weeks</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>

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

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

### **21.3 OPENING OF FINANCIAL BID AND EVALUATION**

- a. GHMC would intimate the date and venue of the opening of the financial Proposal of only those bidders who qualify and those who pass technical evaluation with a request to be present at the time of the Financial Bid opening.
- b. The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.
- c. Evaluation of Financial Proposal shall include the following:
  - 1) Check for completeness of Proposal (Part Bids shall not be accepted.)
  - 2) Fee as percentage of accrued revenue as quoted in Appendix 9.
  - 3) The amount quoted in words will prevail over the amount quoted in figures.
- d. The Service Charges is governed as follows:
  - (a) No service charges will be paid upto Rs.5.00 Crores for each financial year and the Service Charges will be paid as per the rate quoted by the Successful bidders on the collection of over and above Rs. 5.00 Crores for a financial year.
  - (b) The agreement period shall be 3 years which may be extended by six more months till the completion of next bids.

### **A-22 SELECTION AND NOTIFICATION**

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

### **A-23 AWARD OF CONTRACT**

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

The successful bidder would have to furnish Performance Guarantee for collection of advertisement fee and Operation periods as specified in the Schedule of Agreement, before signing of the Agreement and till that time, the Bid Security of the successful Bidder would remain effective and in possession of GHMC.

**A-24 EXTENSION OF VALIDITY OF BID**

In exceptional circumstances, prior to expiry of the original Bid Validity Period, GHMC may request the pre-qualified Bidders in writing to unconditionally extend the Bid Validity Period for a specified additional period.

***PART B***

***REQUEST FOR QUALIFICATION (RFQ)***



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## **B – 1 ELIGIBILITY CRITERIA**

### **1.1 GENERAL**

This invitation to furnish RFQ is open to all national firms (which include companies, partnerships, proprietary concerns etc.) who are interested in bidding for the Project either individually or as a consortium / joint venture of such firms. In case of Consortium or Joint Venture, the lead firm (which shall be a single entity) shall be specified and fully empowered to represent the Consortium/ Joint Venture. The lead firm shall have a minimum stake of 26% in the Consortium/ Joint Venture.

Any entity which has been barred by the Central/State Government, or any entity controlled by them from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

An Applicant/ Consortium member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant/ Consortium member.

### **1.2 QUALIFICATION CRITERIA**

1.2.1 Qualification criteria for the Bidder as detailed below are based on financial capability, technical expertise and similar project experience. The eligibility criteria detailed in the following paragraphs are applicable.

In case of more than one member with experience in similar field of collection of revenue, then mean of their Average Annual Turnover and Net Worth weighted by shares in Consortium shall be considered.

- (a) The bidder shall have at least three years of experience in similar field of collection of revenue.
- (b) The Bidder shall have Average Annual Turnover (AATO) of at least **Rs 5 Crores** either in similar field of collection of revenue or in advertising in the preceding three financial years out of which at least **Rs 2 Crores** shall be from revenue collection.
- (c) The Bidder shall have Minimum Net worth of Rs 2 Crores as on the last day of the previous financial year

In case Bidder is Consortium/Joint Venture, it should satisfy the following conditions:

- (a) The bidder shall have at least three years of experience in similar field of collection of revenue.
- (b) The Lead Firm shall have Average Annual Turnover (AATO) of at least Rs 5 Crores either in similar field of collection of revenue are in advertising in the preceding three financial years out of which at least **Rs 2 Crores** shall be from revenue collection.
- (c) The Bidder shall have Minimum Net worth of Rs 2 Crores as on the last day of the previous financial year

- 1.2.2 In case of wholly owned subsidiaries of firms/companies intend to use experience and financial capability of their parent companies, a parent company guarantee in the required format (Appendix 5) shall be submitted along with the RFQ submission and the information required to be submitted as at Appendix 2, Appendix 3 and Appendix 4 of the RFQ shall be submitted separately for the Parent entity and the subsidiary.
- 1.2.3 To qualify for the Stage II the bidders would have to meet the qualifying criteria described in 1.2.1 and 1.2.2 mentioned above.

## **B-2 DISQUALIFICATION**

- 2.1 Even though a Bidder appears to meet the pre-qualifying criteria, he could be disqualified if the Bidder:
- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
  - b) Has Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
  - c) Is black listed / barred by GOI/Govt., of A.P. /GHMC/Govt., agency /Central PSU/ as on date of submission of the bids.
  - d) Submitted the RFQ, which is not accompanied by the required documentation or is non-responsive.
  - e) Failed to provide clarifications related thereto
  - f) Such firm or any member of such consortium has already submitted the RFQ or is a member of a Consortium which has already submitted the RFQ.
  - g) any member of the Bidder Consortium is replaced or withdraws, except with prior written permission of GHMC and
- 2.2 If any such information which would have entitled GHMC to reject or disqualify the bidder becomes known after the bidder has been qualified, GHMC reserves the right to cancel the qualification of the Bidder at any later stage.

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

- 3.1 Based on the information submitted in RFQ, GHMC will carry out an evaluation of the qualifications of the Bidder and will evaluate the technical bids of those Bidders who qualify.

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

- 4.1 The Request for Qualification submitted by the Bidder shall contain the following sections:
- 1. Letter of Application (Appendix 1)
  - 2. Organisational Information (Appendix 2)

3. Financial Information (Appendix 3)
4. General Experience Record (Appendix 4)
5. Format for Parent Company Guarantee (Appendix 5), if applicable.
6. Format of MOU in case of Consortium/Joint Venture (Appendix 6)
7. Format of Declaration by the Bidder (Appendix 7)
8. Check List (Appendix 8)

4.2 The RFQ shall include the above information in the formats given in the appendices and any other statement of information in support of qualification criteria.

4.3 The documentary evidence of the Bidder's qualifications to implement the Project, shall establish to the GHMC's satisfaction that the Bidder has the financial, managerial, technical, procurement and other capabilities necessary to perform the contract and, in particular, meets the experience and other required criteria. The documentary evidence shall include any other material required to be compiled and submitted by Applicants in accordance with these instructions. This shall include but not be limited to the following:

1. Audited financial statements for last three years up to end of last financial year (Balance Sheets, Profit and Loss Account and cash flow statements and Annual Reports) as required to conform to the RFQ requirements.
2. Summary statement of turnover for past three financial years, and present net worth certified by a Chartered Accountant.
3. Certified Copies of original documents in support of legal constitution of the firm and place of business.
4. Experience in Qualifying projects (as given in NIT) with details of projects completed as well as under way and contractually committed as per Appendix 4 along with clients details and Letter of Completion or Letter of Award from Client.
5. A Power of Attorney, authorising the signatory of the RFQ to submit the Bid and

4.4 RFQ submitted by a Consortium/Joint Venture shall comply with the following requirements:

1. The RFQ shall include all the information required above for each bidder/Consortium partner.
2. All pages of the RFQ shall be signed so as to be legally binding on all partners.
3. The Lead partner holding a minimum equity/profit sharing of 26%, shall be designated as leader, this authorization shall be evidenced by submitting with RFQ a Power of Attorney signed by legally authorized signatories of all partners in favour of the lead partner.
4. Original MOU signed by all the members of JV/Consortium partners with joint & several responsibility for all the works under scope of work and indicating their respective equity/share holding or profit sharing.

5. Once RFQ has been submitted by or on behalf of a Consortium, if any member withdraws from the Consortium, the consortium shall be disqualified, unless the remaining members can demonstrate to the satisfaction of GHMC their continued ability to fulfill the qualification criteria set out in RFQ.

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

- 5.1 RFQ shall be prepared in two copies. The original and copy of the RFQ shall be typed and shall be signed by the Bidder or a person or persons duly authorised to bind the bidder to the contract. The person or persons signing the RFQ shall initial all pages of the RFQ, except for un-amended printed literature.
- 5.2 Any interlineations, erasures or cutting shall only be valid if the person or persons signing the RFQ initial them.
- 5.3 The Bidders shall seal the original RFQ and the copy as per the procedure detailed.

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

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

## REQUEST FOR QUALIFICATION

**Appendix 1**

### Letter of Application

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

Date:.....

Addl. Commissioner (PIng),  
Advertisement Wing,  
Greater Hyderabad Municipal Corporation,  
Tankbund Road  
HYDERABAD

Sir,

1. Being duly authorised to represent and act on behalf of .....(hereinafter “the Bidder”), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified by you as a prospective bidder for the project involving “Collection of Advertisement Fee of Glow / Neon Sign Boards of Commercial Establishments”
2. Attached to this letter are certified copies of original documents defining:
  - a) The applicant’s legal status
  - b) The principal place of business; and
  - c) The place of incorporation (for bidders which are corporations); or the place of registration (or Income Tax registration) and the nationality of the owners (For bidders who are partnerships or individually-owned firms).
  - d) MOU (in case of consortium/Joint Venture)
  - e) All documents as specified in RFQ and RFP in respective envelopes

GHMC and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and client regarding any financial and technical aspects. This letter of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.

This application is made in the full understanding that:

- a) Our bid will be subject to verification, by GHMC, of all information submitted for qualification at the time of bidding;
- b) GHMC reserves the right to:
  - Amend the scope of work under this project; in such event, bids will only be called from qualified bidders who meet the revised requirements; and

- Reject or accept any application, cancel the qualification/Bid process, and reject all applications; and

- c) GHMC shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

Appended to this application, we give details of the participation of each party, including capital contributions and Profit and Loss arrangements, as per requirements of the RFQ Document.

3. We confirm that in the event of our bid is successful resulting in award of contract, the same will be:
  - a) Signed so as to legally bind all partners jointly and severally; and
  - b) Submitted with a consortium/joint venture agreement providing the joint and several liability of all partners/ Consortium members in the event contract is awarded to us
4. As a Lead firm, we would have a minimum of 26% equity or profit sharing participation in the Joint venture/ Consortium
5. We confirm that we agree with the terms and conditions provided in RFP/RFQ and the agreement. The RFQ and RFP submitted by us shall be valid for the period of 120 days from the last date of submission.
6. The Bid Security of Rs. **20, 00,000** in the form of Bank Guaranty or Demand Draft in favour of the Commissioner, GHMC payable at Hyderabad is enclosed herewith.
7. The undersigned declares that the statements made and the information provided in the duly completed application are complete, true, and correct in very detail.

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

## REQUEST FOR QUALIFICATION

### Appendix 2

#### General & Organisational Information

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

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

No.	Particulars
	Name of Firm:
	Head office address:
	Contact Person: Telephone:
	Fax: <span style="float: right;">E-mail:</span>
	Place for incorporation/registration: Year of incorporation/ registration

2. A Power of Attorney authorising the signatory of the bid to commit the Bidder(s).

3. Applicants shall submit the following information:

- I. Legal Status
- II. Place of registration
- III. Principal business and place for business

4 A certified copy of Applicant's Current Memorandum and Articles of Association or other relevant constitutional documents and (where relevant) those of its immediate and all superior holding companies.

5 Attach Brochure and details of each Firm(s) pertaining to Ownership structure, business areas/activities, business growth revenue details, Experience details, staff details and capability statement.



## **REQUEST FOR QUALIFICATION**

### **Appendix 3**

#### **Financial Information**

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







**FORMAT OF PARENT COMPANY GUARANTEE**

Brief Description of Contract

\_\_\_\_\_

Name and Address of Owner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Together with successors and assigns)

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

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

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

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

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

This guarantee shall be governed by the laws of India.

Any dispute or difference under this guarantee shall be referred for arbitration of the Chairman-cum-Managing Director of the Owner, and in case he is unable to so act, by any person

nominated by him. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. Any award made pursuant thereto shall be final and binding on us.

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

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

Date: \_\_\_\_\_  
\_\_\_\_\_

Signature:

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

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

**This Memorandum of Understanding (MoU)** entered into this \_\_\_\_ day of \_\_\_\_ 2011 at \_\_\_\_\_

Among

M/s \_\_\_\_\_ (hereinafter referred to as” \_\_\_\_\_”) and having registered office at \_\_\_\_\_ **Member of the First Part and the Lead Partner**

And

M/s \_\_\_\_\_ (hereinafter referred to as” \_\_\_\_\_”) and having registered office at \_\_\_\_\_ **Member of the Second Part**

And

M/s \_\_\_\_\_ (hereinafter referred to as” \_\_\_\_\_”) and having registered office at \_\_\_\_\_ **Member of the Other Part**

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

**WHEREAS** Greater Hyderabad Municipal Corporation (herein after called “Owner”) has invited Bids for Collection of Advertisement Fee of Glow / Neon Sign Boards from Commercial Establishments (name of the work) (herein after called the “Project”).

**AND WHEREAS** the Members have studied the Bid documents and had discussions for formation of a Consortium / JV for jointly bidding for the said Project for Collection of Advertisement Fee of Glow / Neon Sign Boards from Commercial Establishments (in case successful) and have reached an understanding on the following points with respect to the Members’ rights and obligations towards each other and their working relationship.

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

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

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

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the offer, responding to queries and submission of information / documents, execute and

implement (in case successful) the Project as per the terms & conditions and other obligations as per the Agreement with the Owner with regard to the same on behalf of the consortium represent the Consortium in its dealing with the Owner and receive instructions for and on behalf of any or all Members of Consortium

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

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

### **ROLES AND RESPONSIBILITIES**

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

<b>Sl. No.</b>	<b>Activities</b>	<b>Responsibilities</b>

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

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

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

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

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

**Signed by**

**Witness:**

1. First Party
2. Second Party
3. Other Party

- 1.
- 2.
- 3.

**DECLARATION BY THE BIDDER**

(Affidavit on Non-Judicial Stamp Paper of Rs 10/- duly attested by Notary/Magistrate)

This is to certify that we, M/s -----, in submission of this Bid confirm that:

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- ii) We do not have record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has never been banned with us by any Central / State Government Department / Public Sector undertaking or Enterprise of Central / State Government/Local authority
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format
- v) The information and documents submitted with the Tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case of any statement/information/document furnished by us is found to be incorrect or false, our Bid Security in full will be forfeited.

Seal, Signature and Name of Authorised signatory



## CHECK LIST

Sl. No.	Article No.	Description	Remarks
<b>Instruction to Bidders (Outer Envelope)</b>			
1	A 6.1	The RFP Document downloaded from website (should accompany with Demand Draft of Rs.25,000/- as document package charges)	Yes / No
2	A 15	Bid Documents and amendments / clarifications are submitted duly signed on all pages	Yes / No
<b>Bid Security (Envelop A1)</b>			
3	A 9	Bid Security (Envelop A1) for Rs. 20 Lakhs is submitted in required format	Yes / No
<b>Qualification Proposal (Envelope A2)</b>			
1	Appendix 1	Letter of Application	Yes / No
2	B.1.1	In case of Joint Venture / consortium the lead partner (and strategic partner, if required) should have minimum stake of 26%	Yes / No
3	B.1.2.1 & Appendix 3	Annual Turnover – Statement duly certified	Yes / No
4	B.1.2.1 & Appendix 3	Net Worth – Statement duly certified	Yes / No
5	Appendix 3	Audited Annual Reports for all members for last 3 years	Yes / No
6	B.1.2.1 & Appendix 4	Experience information	Yes / No
7	Appendix 2	Firm Particulars, Ownership details, Contact information	Yes / No
8	Appendix 2	Article of Association and Memorandum, Details of registrations etc	Yes / No
9	Appendix 4	General Experience Record	Yes / No
10	Appendix 5	Parent company undertaking	Yes / No
11	Appendix 6	MOU of Consortium / JV	Yes / No
12	Appendix 7	Declaration by the Bidder	Yes / No
13	B.4.3.5 Appendix 2	A power of attorney, authorizing the signatory of the Bid to commit the Bidder	Yes / No

<b>Technical Proposal (Envelope A 3)</b>			
1	C- 3.1.1	Organisation Structure during collection of Advertisement Fee of Glow / Neon Sign Boards from Commercial Establishments.	Yes / No
2	C- 3.1.2	Operation Schedule	Yes / No
3	C- 3.1.3	Employment Schedule	Yes / No
4	C- 3.1.4	Undertaking for collection of Advertisement Fee	Yes / No
<b>Financial Proposal (Envelope B)</b>			
5	C- 3.2	Table 1A & 1B Appendix 9 (Given in Financial Bid – RFP Part C)	Yes / No Yes / No

- Note:** i. Only one figure shall be quoted for in Appendix – 9.
- ii. Copy of Check List shall be enclosed with Outer Envelope, Envelope A1, A2, A3 and B as indicated.