

Memo No:- 585 /ZGA/E-tender/2024-25

Date : 25.06.2024

**DESIGN,BUILD,OPERATE,AND MAINTENANCEOF INFORMATION
PANELS IN THE PREMISES OF ZOOLOGICAL GARDEN, ALIPORE
AGLINT THE ADVERTISEMENT RIGHTS.**

Notice inviting e-Tender No. e-Tender No. 7/Accts/ZGA/e-tender/2024-25

Issued by:

**Zoological Garden, Alipore
2No.Alipore Road, Kolkata700027**

1. Project Sope:

Establishing a Public Information system in lieu of the commercial advertisement rights for the sustenance of the public experience system.

2. Project Facilities (Tentative)

- a) Information panels.
- b) Digital Displays .
- c) Temporary Thematic art Installations.
- d) Street Arts
- e) Promotional Kisok
- f) Projection mapping
- g) Various community event

3. Project Type: Public Private Partnership.

4. Selection Process:

Quality and Cost based selection (QCBS) on Techno – Commercial Bid System.

5. Responsibilities of Concessionaire -cum- EPC Service provider :

- a) Generating the Revenue to Zoo Authority
- b) Feasibility study and designing the concept.
- c) Establishing the international quality Display System with Shared public information slots (specific to Zoo related communication only).
- d) Marketing and enhance the sustainability of the project.
- e) Ensuring the constant newness in the public engagement programs
- f) Providing safety and security during all events

6. Support from Authority:

- a) Ensure exclusivity framework and open approach on innovative and sustainable mode and Provide the Secure and encumbrance free vicinity.
- b) Demarcation and approving the feasible and viable project locations for Ten years.
- c) Administrative approvals, technical sanctions, and acknowledgements.

7. Business Proposal to Authority

- a) The concessionaire will invest in the entire system and will ensure the upkeep of the system across the contract tenure with Zero Cost to Authority.
- b) **Minimum Guarantee** of INR 90 lacs Per Annum.
- c) **Revenue Share** from the Business Generated by the Concessionaire.

DISCLAIMER

This RFP is being issued by Zoological Garden, Alipore, (hereinafter referred to as “**AUTHORITY** ”) for inviting tenders for the “**Selection of Agency for Design, Build, Operate, and Maintenance and Transfer (DBOMT) of Information Panels in the premises of Zoological Garden, Kolkata Alipore against the advertisement rights**” at the premises of Kolkata Zoo on such terms and conditions as set out in this RFP document, including but not limited to the Technical and Design Specifications as set out herein.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by **AUTHORITY** to any party hereunder. The purpose of this RFP is to provide the Bidder(s) with the information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information that Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for **AUTHORITY** to consider the needs of each Bidder. Nothing in this document can be construed as a representation or assurance in relation to the information provided or implementation of the Project. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of information in this RFP document and obtain independent advice from appropriate sources. **AUTHORITY** and their advisors make no representation or warranty and shall incur no liability, financial or otherwise, under any law, statute, rules, or regulations or otherwise as to the accuracy, reliability, or completeness of the RFP document.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. **AUTHORITY** **accepts** no responsibility for the accuracy or otherwise, of any interpretation or opinion on law expressed herein.

AUTHORITY, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder 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, completeness or reliability 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 for participation in this Bid.

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

The issue of this RFP does not imply that **AUTHORITY** is bound to select a Bidder or to appoint the Concessionaire, as the case may be, for the Project, and **AUTHORITY** reserves the right to reject all, or any of the Bidders or Bids without assigning any reason whatsoever. **AUTHORITY** shall not be liable for any costs or damages arising from the same. **AUTHORITY** also reserves the right to not proceed with this RFP, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the process further with any Bidders submitting a proposal.

AUTHORITY also accepts no liability of any nature, whether resulting from negligence, or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The Bidder shall bear all its costs associated with, or relating to, the preparation and submission of its bid. No reimbursement of cost of any type shall be paid to persons / entities submitting a proposal.

CONTENTS OF RFP DOCUMENT

The RFP document comprises of the sections 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 includes all the contents unless specifically mentioned otherwise.

Section I. Notice inviting tender (Notification) **Section II.** Instructions to bidders (ITB)

Section III. Technical proposals – Standard forms. **Section IV.** Financial proposals – Standard forms

Section V. Indications, Design & Technical Specifications, and locations of police booths / kiosks

Section VI. Agreement for Operate & Maintenance & Content management of Display Panels with schedules.

SECTION I: NOTICE INVITING TENDERS

TENDER NOTIFICATION

REQUEST FOR PROPOSAL

FOR

“Selection of Agency for Design, Build, Operate, and Maintenance and Transfer (DBOMT) of Information Panels in the premises of Zoological Garden, Kolkata Alipore against the advertisement rights.”

(Through e–Procurement only)

ZOOLOGICAL GARDEN, ALIPORE, (AUTHORITY) proposes for “Establishing a Network of Display panels across the Zoological Garden, Alipore against Commercial Advertisements on Design, Build, Operate, and Maintenance and Transfer (DBOMT) of Information Panels in the premises of Zoological Garden, Kolkata Alipore against the advertisement rights for a Concession Period of 10 years. The Designs and the Special Conditions for the of proposed Digital information cum display Panels will be as per the RFP document uploaded in the E- Procurement

The Director ,Zoological Garden,Alipore, AUTHORITY, invites bids in two covers (Technical & Financial Bids) from reputed National / International Firms / Agencies for Construction and Maintenance of Digital information cum display Panels against Commercial Advertisements using the Illuminated / Non Illuminated Display/ and preferably Full Colour HD LED Display Panel / any other new age display format of the advertising area approvable by the Concern Licensing authority of the city

The Number, Placement, Facilities and the designs shall be proposed by concessionaire for approval the display will be on space sharing of 17% display slot / area for the AUTHORITY& rest slots for commercial use, the Entire project will be on DBOMT Basis for a Concession period of 10 years and extendable to 5 more year based on the performance of the Concessionaire. In No way the shared display area / time slots in the display panels will be used by AUTHORITY under their time slot for promotion of schemes of State Govt. (which is covered under advertising and

The tentative feasible locations under the Purview of the Zoo Authority are as followed , however the Concessionaire shall propose the Display area, Locations, formats for the Maximum revenue to the authority by keeping the public convenience as a prime focus

Sr	Tentative Locations
1	Boundary Walls of Zoo facing external Roads
2	Entry Exit gates
3	The Internal Walkway

4	Food Court , Canteen , Childrens play are.
5	Ticket Counters, Information centers etc.
6	Toilets

Note :

- 1) Concessionaire needs to submit the Detailed project report within 30 days after date of Allotment letter and or approval for access of the location after complying the conditions of LOA (whichever is later
- 2) Authority will provide the metered electric connection with requisite electric Load at the approved location till the location / base / pillar or structure of the panels.

1. Bid documents may be downloaded from e- Procurement website <https://wbtenders.gov.in> (the web portal of West Bengal Zoo Authority)
2. Bids must be accompanied by the requisite Earnest Money Deposit for each of packages as indicated which should be paid online through e-Procurement portal using any of the following payment modes:
 - a. Demand Draft
 - b. Bank Guarantee
3. Bid processing fee as per e-procportal
4. Bids must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. *Technical and Financial bid's will be opened at prescribed time and date in the e-procurement portal, in the presence of the bidders who wish to attend at the **Office Address Zoological Garden Alipore , Kolkata-700027***
- 5) Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	26.06.2024 AT 10.00 HRS
2	Documents download / sell / submission start date Online)	26.06.2024 AT 10.00 HRS
3	Bid Submission closing (On line)	18.07.2024 AT 16.00 HRS
4	Last Date of submission of original copies of Tender Documents and Earnest Money Deposit (Demand Draft) Off line & hard copy of Tender documents	18.07.2024 AT 17.00 HRS
5	Bid opening date : Technical Bid	20.07.2024 AT 16.00 HRS

- **Zoological Garden, Alipore (Authority) (AUTHORITY)**
- reserves the Right to Accept/Reject any or all the Bids or cancel the entire bid process without assigning any reasons thereof.
- The Bids should remain valid for 180 days from the submission date.
- Further details can be obtained from the **Office Address Zoological Garden Alipore , Kolkata-700027** on all working days between 3.00 p.m. to 5.00p.m.

Sd/-

**CCF & Director
Zoological Garden, Alipore**

SECTION II: Instructions to bidders (ITB)

1. DEFINITIONS & ABBREVIATIONS

In this RFP, the following word(s), unless repugnant to the context or meaning thereof or unless defined in the Agreement (as defined below), shall have the meaning(s) assigned to them herein below:

- 1.1 “Annual Turnover” means the aggregate value of the realization of amount made from the sale, supply, or distribution of goods or on account of services rendered, or both, by the company during a financial year.
- 1.2 “Annual Concession Fee” means the “Revenue share percentage” Agreed by **Concessionaire and AUTHORITY** and payable by the Concessionaire to **AUTHORITY** for each year of the Agreement period which shall be paid in accordance with the Agreement.
- 1.3 “Bidder” means a sole proprietor, or any entity duly incorporated under the applicable laws, which includes but is not limited to a company or partnership firm or registered co- operative societies or limited liability partnerships (LLP), who submits a Bid in conformity with requirements of this RFP.
- 1.4 “Bid Security” means the Bid Security to be submitted by the Bidder in accordance with this RFP.
- 1.5 “Display Panel / Panels” means the structure with Display panels to be constructed by the Concessionaire at tentative locations specified by **AUTHORITY** . There shall be provision for advertisement panels in the design approved by **AUTHORITY** .
- 1.6 “Commercial Operations Date (COD)” means the date on which all the LED display Panels are ready for operation and commercially available to market by the Concessionaire as certified by **AUTHORITY** . The Concessionaire shall be required to achieve Commercial

Operation Date COD within 90 days (Three) months, The Execution period of 90 Days will start after the signing the agreement or after the peaceful, encumbrance free site handover for installation or securing the all the necessary permissions / NOC's from the internal – external authorities (whichever is later). The written confirmation of start of the execution period of 90 days shall be submitted to the authority by the Concessionaire and to be approved within 7 days by the Authority, Any delays during the execution period due to conditions / technical reasons must be communicated within 7 days to the authority , Authority may approve / reject the extension of Execution period on case to case basis.

- 1.7 “Detailed Design / Project Report” “DPR” shall mean the detailed operation and maintenance plan to be prepared by the concessionaire based on the detailed structural and non-structural designs / drawings shared of the existing LED display panel network by the authority to Concessionaire as a part of his bid.
- 1.8 “Operator/Concessionaire” means the Concessionaire selected through the competitive bidding process for design, construction, operation, and maintenance of the LED display Panels in accordance with the terms and conditions of the Agreement.
- 1.9 “LoA” shall have the meaning ascribed to it in this RFP.
- 1.10 “Net Worth” shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.
- 1.11 “**AUTHORITY**” shall mean the Higher **AUTHORITY** and or the Concern Department of Zoological Garden, Alipore or its nominated official.
- 1.12 “Parties” means the parties to the Agreement and “Party” means either of them, as the context may admit or require.
- 1.13 “Person” means any individual, corporation, partnership, trust, unincorporated organization, government or governmental **AUTHORITY** or agency or any other legal entity.
- 1.14 “Project” means the project of constructing, operating, maintaining, and managing the LED display Panels in accordance with the terms and conditions of the Agreement
- 1.15 “RFP” means this Request for Proposal document issued by **AUTHORITY** for the purposes of selecting a Concessionaire for the Project on a competitive bidding basis including Disclaimer, Brief Overview, Notice Inviting Tender, Instructions to Bidders, Letter of Acceptance and Agreement, including any schedules/annexure attached thereto and any amendments/Corrigendum/Addendum thereto.
- 1.16 “Concessionaire” means Person who has been selected by **AUTHORITY** pursuant to competitive bidding process pursuant to the RFP.
- 1.17 “Agreement” means the agreement including, without limitation, all annexure

- thereto which will be entered into between **AUTHORITY** , and the Concessionaire.
- 1.18 “Technical Score” shall have the meaning ascribed to it of this RFP
 - 1.19 “Third Party” means any Person other than **AUTHORITY** and the Concessionaire.
 - 1.20 All Corrigendum’s and Addendums shall be through E-procurement Only.

Detailed Definitions are also specified in Clause 1 of Section VII of this RFP, containing the Draft Agreement.

2. Brief Background

Concept of Public Information Display Panels at Zoological Garden, Alipore

AUTHORITY have Established a platform to communicate and to promote the schemes of Zoological Garden, Alipore (Authority) also to generate the revenue using a shared display space from the Digital Display Panels. **AUTHORITY** recognizes that providing aesthetically designed and superior quality Display properties does not just alleviate the brand equity of the zoo but will also be seen as a symbol of good governance and believes that these initiatives will have intangible but long-lasting benefits as they go down very well with the Visitors.

a. **Regular Operation, Maintenance, and content Management**

AUTHORITY also recognizes that it is very easy to take up an initiative, but the key lies in ensuring the proper maintenance and upkeep of the infrastructure involved. **AUTHORITY** acknowledges that to ensure usability and longevity of these public properties, regular cleaning, maintenance, and upkeep must be undertaken on similar lines as our homes and offices.

The vision of **AUTHORITY** is to create a showcase with its own identity. Pursuant to this vision, **AUTHORITY** has taken up a drive for the construction, operation, and maintenance of Network of Digital display Panels as per the list attached, to provide better services to the citizens.

2.1 Project Details

- (a) The intent of the Project is to select and Agency for Operation and Maintenance and content management of Digital Outdoor Display Panels which are already planned by the **AUTHORITY** (hereinafter referred to as the “Project” as the context may require or admit).
- (b) **AUTHORITY** has entrusted/ authorized Director - (Zoological Garden Alipore), with issuing the RFP to the applicants and entering into agreements with the selected Bidders.
- (c) In pursuance of the above, Director - (Zoological Garden Alipore)**AUTHORITY** is issuing this RFP to the applicants through e-procurement portal. Director - (Zoological Garden

- Alipore), **AUTHORITY would**, consequent to the outcome of the RFP process, individually enter into agreements with the Concessionaire for the implementation of the Project for each of the packages separately.
- (d) **AUTHORITY** has identified this Project for Design, Built, Operate, Maintenance, Transfer and Content Management of Digital display Panels wherein the Bidder will ensure the regular upkeep and the content management on the Digital display Panels as per the guidelines of the "Detailed Design Report" finalised and by approved by **AUTHORITY** or any the agency approved by **AUTHORITY** .
 - (e) The operation, maintenance and content Management of the LED display Panels along with the rights towards selling of advertisement space will be under the purview of the Bidder for which Bidders have to pay a **Minimum Monthly Guarantee or Maximum Revenue share whichever is higher to AUTHORITY**.
 - (f) The locations of the LED display Panels installed by **AUTHORITY** are given in this RFP. The locations enclosed herewith as part of this RFP and can be changed as per site feasibility requirements if such necessity arises in future.
 - (g) All existing contracts regarding the LED display Panels will become a part of this Project upon the expiry of their current term under the particular package. The Concessionaire shall get the existing LED display Panels removed at this own cost.
- 3 Terms used in this RFP which have not been defined herein, shall have the meaning ascribed thereto in the Agreement.

4 Development of Information display Panels

- 4.1 The information regarding the tentative locations of the display Panels is given. However, the bidder / Authority can propose / accept / supply a greater number of display Panels required for the benefit of **AUTHORITY** at a particular location in future. Such additional locations will be decided by mutually agreed upon by **AUTHORITY** and the Concessionaire.
- 4.2 The display Panels shall be Operated as per the detailed design Report finalised by the or duly approved by **AUTHORITY**. The selected Concessionaire shall Design, Built, Operate, Maintenance and management the content on the display Panels in accordance with the stipulated standards and at the formats finalized by **AUTHORITY on the** from the locations / List of display panels given in Annexure 1 of the RFP. **AUTHORITY** shall have completely set forth in this RFP or vide information that may subsequently be provided to Bidder(s) in documentary form by or on behalf of **AUTHORITY for** a Entire Contract period.
- 4.3 The Bidders are required to submit a Proposal that: (i) is in compliance with this RFP Document, (ii) clearly indicates the compliance of the Bidder with the technical qualification criteria specified in this Proposal, and (iii) clearly acknowledges the Maximum Revenue Share by the **AUTHORITY** and that the Successful Bidder / Concessionaire will pay until the end of the Agreement.

5 Due Diligence:

- 5.1 This Request for Proposal, issued from the office of **AUTHORITY** , invites Private Sector Parties (PSPs)/ firms (which include companies, partnership firms, proprietary concerns, etc.) who are interested in bidding for the Project should be individual of such firms .The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP and applicable laws. The bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection or disqualification of the bid.

5.2 Cost of Bidding and RFP:

The Bidder shall bear all costs associated with the preparation and submission of its and **AUTHORITY** will not be liable any costs, regardless of the outcome of the bidding process. They can be downloaded from the website <https://wbtenders.gov.in> (the web portal of West Bengal Zoo Authority) The bidder shall be required to submit along with the bid, refundable EMD of Rs. 2.00 Lakhs (inclusive of all taxes) Through Bank from Scheduled Nationalized Banks only) for each of the packages. EMD through e-procurement portal can be also paid using any of the following payment schedules: (1) Demand Draft, (2) Bank Guarantee,

5.3 Clarification to RFP Documents

In the event that any bidder requires any clarification on the RFP, such Bidder is expected to send its queries to **AUTHORITY** through e-procurement latest by

5.4 Nothing in this section shall be taken to mean or read as compelling or requiring **AUTHORITY** to respond to any questions or to provide any clarification to a query. **AUTHORITY** reserves the right to not respond to questions it perceives as non-relevant which may be raised by a bidder or not to provide clarifications if **AUTHORITY** in its sole discretion considers that no reply is necessary.

No extension of deadline for submission of bids will be granted on the basis or grounds that **AUTHORITY** has not responded to any question or provided any clarification to a query.

6 Amendment of Bidding Documents:

6.1 At any time before the deadline for submission of bids, **AUTHORITY** may, for any reason, modify the RFP by amendment. Any amendments / modifications to the RFP shall be through the issue of addendum(s) to the RFP, which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s)"). All prospective bidders for the RFP shall be informed of such Addendum(s) in writing either by e-mail, courier, website or registered post, and the contents, terms, and conditions of all such Addendums(s) shall be binding on all bidders.

6.2 Pre-Bid Meeting

Pre-Bid meeting will be held at the office of the AUTHORITY

Place: Zoological Garden Alipore. Kolkata

Date- 08.07.2024 Time- 14.30 hrs.

Documents constituting Bid

The documents constituting the Bid shall be as follows:

6.2.1 Bid Security & Cost of RFP/Tender Fee document. The agency for whom the bid is awarded before execution of concession agreement shall be liable to produce a Bid Security deposit of Rs. 2 month bid amount in the form of Demand Draft /Bank Guarantee issued from Nationalized/ Scheduled Banks. This security deposit shall be valid till 180 days, and the same shall be released by **AUTHORITY** immediately after receiving the Security deposit / allotment of this contract to concessionaire.

6.2.2 Technical Bid

The Technical Bid should comprise of all documents required to be submitted as per Section III.

7 Preparation of Bids

7.1 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and **AUTHORITY** shall be written in the English language only.

However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English, then Bidder shall also enclose certified / authentic translated copies of the same in English language. For bidders other than Indian bidders, translated copies should be attested by the concerned embassies. Any document which is not translated into English will not be considered for Bid Evaluation. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

7.2 Format of Bid Security

The Bidder shall deposit a Bid Security of an amount and form as mentioned in the Bid Summary section.

7.3 Currency of Bid Security

The Bid Security should be furnished in Indian National Rupees (INR).

8 Submission of Bid

8.1 The Bid submission module of e-Procurement website <https://wbtenders.gov.in> (the web portal of **West Bengal Zoo Authority**) enables the Bidders to submit the Bid online in response to this Tender published by **AUTHORITY**. Bid submission can be done only from the Bid submission start date and time till the Bid submission end date and time given in the Tender. Bidders should start the Bid submission process well in advance so that they can submit their Bid in time. The Bidders should submit their Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the Tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their Bid. The Bidders shall be fully responsible for any delay in submission of Bid due to any reasons, and **AUTHORITY** shall not be responsible for the same in any manner whatsoever.

8.2 The Bidders have to follow the following instructions for submission of their Bid:

8.2.1 For participating in the Bid through the Tendering system, it is necessary for the Bidders to be the registered users of the e-Procurement website <https://wbtenders.gov.in> (the web portal of **West**

Bengal Zoo Authority) The Bidders must obtain a User Login Id and Password by registering themselves with e-Procurement if they have not done so previously for registration.

- 8.2.2 In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the Tendering system and subsequently he/she will be allowed to carry out his/her Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the Bidder should first log on to the Tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
- 8.3 For successful registration of DSC on e-Procurement website <https://wbtenders.gov.in> (the web portal of West Bengal Zoo Authority) the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India. The Bidder can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date and is advised to do so. **AUTHORITY** shall not be held responsible for any technical or other problem relating to registration of DSC resulting in delay or failure to submit the bid.
- 8.4 The Bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the Bidder intends to e-bid from "My Tenders" folder, the Bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the Bidder should download the e-tender document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format.
- 8.5 **AUTHORITY** reserves the right to cancel any or all Bids without assigning any reason.
- 8.6 The Bidders are required to upload all the technical forms given in the RFP as part of the Technical Bids.
- 9 **Validity Period:**
Bids shall remain valid for a period of 120 days (one hundred and twenty days) from the last date of submission of the bid. **AUTHORITY** reserves the right to reject a bid as non-responsive if such bid is valid for a period of less than 120 days (one hundred and twenty) and **AUTHORITY** shall not be liable to send an intimation of any such rejection to such Bidder.
- 10 **Extension of Period of Validity:**
In exceptional circumstances, **AUTHORITY** may solicit the Bidder's consent for an extension of the period of bid validity period. Any such request by **AUTHORITY** and the response thereto shall be

made in writing and such extension of bid validity period by the Bidder should be unconditional. A Bidder may refuse **AUTHORITY** 's request for such extension without forfeiting the EMD. A Bidder accepting the request of **AUTHORITY** shall not be permitted to modify its bid.

11 Last Date and Time for Submission:

Bid must be submitted by the Bidders at e-Procurement website <https://wbtenders.gov.in> (the web portal of West Bengal Zoo Authority) not later than on the prescribed date (as the server time displayed in the e- Procurement website).

12 Extension of Deadline for Submission of Bids:

If the need so arises, **AUTHORITY** may, in its sole discretion, extend the deadline for submission of bids by amending the RFP in this behalf. In such event, all rights, and obligations of **AUTHORITY** and Bidders previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the deadline for submission of bids shall be notified to the Bidders by dissemination of requisite information in this behalf on the website i.e., <https://wbtenders.gov.in> (the web portal of West Bengal Zoo Authority).

13 **Late Bids:**

The server time indicated in the bid management window on the e-Procurement website <https://wbtenders.gov.in> (the web portal of West Bengal Zoo Authority) will be the time by which the Bid submission activity will be allowed till the permissible date and time scheduled in the Tender. Once the Bid submission date and time is over, the Bidder cannot submit his/her Bid. The Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during Bid submission process.

14 Modification and Withdrawal of Bids:

14.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of period of Bid validity/validity period. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of his/her Bid security.

14.2 No Bid can be resubmitted subsequently after the deadline for submission of Bids.

15 **Bid Process**

15.1 **AUTHORITY** will open all technical Bids through e-procurement portal only.

15.2 The Bidders names and the presence or absence of requisite Bid security and such other details as **AUTHORITY** at its discretion may consider appropriate, will be announced at the opening. The name of such Bidders not meeting the technical specifications and qualification requirements shall

be notified subsequently.

15.3 **AUTHORITY will** prepare minutes of the technical Bid opening.

16 Clarification of Bids:

During evaluation of bids, **AUTHORITY** may, at its discretion, ask the bidder(s) for a clarification of its bid. The request for clarification and the responses shall be in writing. If the response to the clarification is not received by **AUTHORITY** before the expiration of the deadline prescribed in the written request for clarification, **AUTHORITY** reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

17 Rejection of Bid/Test of Responsiveness

A bid is likely to be rejected by **AUTHORITY without** any further correspondence, as non-responsive, if: -

17.1 The bid is not submitted in the manner as prescribed in the Instructions to Bidders Section of this RFP and is otherwise not in conformity with the terms and provisions of this RFP; or

17.2 The bid is not submitted in the bid-forms annexed in the RFP; or

17.3 The bid is submitted by hard copy.

17.4 The EMD and Document Fee or any one of the miss not provided as specified; or

17.5 The bid does not conform to the conditions set forth in this RFP; or

17.6 The bid is not submitted on or before the bid due date.

17.7 Failure of anyone (or more) of the conditions set forth herein above shall result in rejection of bid. In addition to the foregoing, in the event a Bidder makes an effort to influence **AUTHORITY** in its decisions on bid evaluation, bid comparison or selection of the Concessionaire, it may result in rejection of such Bidder's bid.

18 **Financial Obligations**

18.1 **Assured Revenue:** The concessionaire would be required to pay to **AUTHORITY** The assured revenue i.e., minimum Guarantee i.e. MG the is Fixed to **Rupees 90,00,000/- Rupees Ninety Lacs Per Annum** to be paid in equal Monthly instalment Basis.

18.2 **Revenue Share:** The concessionaire would require Quote and to pay the Maximum Revenue share as Quoted in the bid, from the Actual "Commencement Date" until the end of the Agreement (if Higher than the Minimum Monthly Guarantee).

For the purposes hereof, "Net Revenue" means the Gross Revenue accrued to the Bidder less the statutory taxes (with regard to any costs such as Operation and maintenance charges / taxes / insurance premium to the concern government authorities, and any other expenses approved by Authority) arising from the operation of the Sites and other sources

but shall exclude taxes/cess collected by the Bidder from its clients.

(if the total revenue is less than the MMG, then the concessionaire shall pay MMG)

Formula for calculation:

Net Revenue = Gross Revenue - MMG - Statutory charges & Taxes (Statutory charges also includes the License fees, Advertisement fees or any other charges charged by the Government authorities against the NOC, permissions for displaying advertisement on the allotted Information display panels)

- 18.3 Concessionaire shall submit the Yearly business Projection in advance and the revenue share shall be paid based on the Projections.
- 18.4 The Projection shall be monitored and evaluated on Quarterly basis.
- 18.5 Any increase in the business / revenue above the projected business plan The Account will be settled yearly.
- 18.6 A joint Auditor shall be appointed for auditing the books.
- 18.7 Every purchase order has to be shared with the Authority regularly.
- 18.8 The Payment of MMG & Revenue share shall be Paid Quarterly in Advance for the quarter based on the Projections.
- 18.9 Authority shall wave the advertising / display taxes for the display panels under purview of this project or share the requisite fees from the received revenue share from concessionaire to concern authority against the Display NOC's or Permits.
- 18.10 Financial Proposal has to be inclusive of all applicable taxes and fees.

19 **Criteria for Evaluation of Bids**

The selection of the bidder who has scored 60% and above in technical bid shall be considered for opening of their Financial Bid. The Contract to be awarded to the Bidder who has submitted Highest Consolidated Proposal the weightage for Technical shall be 80% and 20% for Financial.

19.1 **PRE-QUALIFICATION (PQ) CRITERIA FOR PARTICIPATION BY THE BIDDER**

1) Basic Eligibility

- (a) The bidder Should be a registered Indian Company under "The Company Act, 1956"/ Partnership firm/ Proprietorship firm/LLP.
- (b) The Bidder should have GST Registration.

- (c) No Consortium is allowed.
 - (d) The Bidder should have an average annual Audited turnover of Rs. 15 Crore (Rupees Fifteen Crore) for the last three financial years. (*The total billing from services rendered/capitalized billing either from Audited Statement of Accounts or Certificate from Chartered Accountants shall be taken as the turnover.*)
 - (e) *Experience in providing and executing the similar experience of operating the network of digital display panels / Outdoor advertising Panels/ street furniture's with commercial displays to any cities in India, the network of display panels such as Hoardings/ Bus Queue Shelters / smart skywalks, public utilities with minimum 50 units under one single order from any government authority in any metro city of India.*
 - (f) Intending bidder must produce credential of one single running work of Advertising concession with any Government authority in India against which the concessionaire is paying / paid minimum **6 crore** revenue to government as the annual Concession fees / License fees / Ground Rents including other charges, The Bidder must submit the certificate of satisfactory running work from the concerned Authority.
 - (g) A Solvency Certificate of Rs.15 Crores (Rupees Fifteen Crores only) issued recently by any Nationalized/ Scheduled Bank should be submitted by the bidder along with the technical bid documents.
 - (h) Positive Net Worth of the bidder in the last financial year (Attach CA Certificate)
 - (i) For quality and safety standards the Bidder must submit the ISO certification for quality process.
 - (j) The Bidder should not be debarred / blacklisted by any of the Govt. authority as on the date of the submission of the bid.
- 2) Technical Eligibility (after complying all the basic eligibility criteria bidder will be eligible for evaluation of below technical Criteria's.)**
- (a) Bidder should have developed and running the media planning tool to measure the audience movement, profile etc. to strategies the marketing structure.
 - (b) The Bidder should have experience of executing at least two government projects of designing, procuring, Installation, operation, and maintenance of the digital display network of Minimum 50 digital display Panels (in each project) with ability of displaying the Dynamic messaging system in outdoor public space.
 - (c) The Bidder should have experience in running The DOOH display networks and operating system having ability to broadcast synchronized and programmable messaging system using cloud server from Remote location.

(Bidder should submit the above completion certificate / work orders / copy of agreement /Certificates of past three years given only by the central/ state)

- (d) The Bidder should have an experienced team of digital display content management, display software technicians, Architects, Engineers (Civil / Structural / Electronic), Software experts, Chartered Accountant, Basic office staff and technical Staff.
- (e) The bidder shall submit brief presentation on mock presentation on the entire Operation and maintenance plan along with the content management program, experience on similar projects, innovation, and integration with adaptable technology, use of emerging display management technology, work in hand, projects executed, clients handled list, national / international presence, interface of ITes dashboard, broadcasting solution along with monitoring of display management etc.

Technical Evaluation/marketing chart

Sr.	Conditions	Max. Marks
1)	Annual Average Turnover over the last 3 financial years. Minimum 6 Cr. = 1 marks (1 marks for every added 5 Cr.)	5
2)	Experience in serving other the government organization in similar work of Supplying and operating the Digital Signage Operating system having ability to broadcast synchronized and programmable messaging system using cloud server from Remote location. Each Project 1 Marks Maximum 5 marks	10
3)	Credential of paying revenue to government - minimum pay out of Rs. 6 crore per year. (As concession fees, Land Utilization charges, Ground rents, License fees etc) to any state or central government / semi govt. departments / Municipal Authority, Transport management authorities etc. in past three financial year Minimum 6 Cr. = 5 marks (2 marks for every added 5 Cr.)	15
4)	Experience of integrating the traffic / public and or location Analytics system on the Display Units awarded under PPP Contracts (Bidder must submit a detailed presentation of the execution) Each project 2 marks, Max 10 marks	10
5)	Quality of team to be working on the project a) Experienced project Implementation and Marketing team b) Experienced Operational team c) Technical staff for operating the content.(e.g., creative designer, 3D animator, commercial artist)	5

6)	Implementation Methodology a) Proposed Design of Structure of operating system = 2 marks b) Approach towards Digital platform =2 marks c) Practices and proposed hygiene system for Project Location = Max 2 marks d) Timelines = 4 marks	10
7)	Project operation program a) Operation and Maintenance plan = Max 5 marks b) Content management planning = 5 marks	10
8)	Technology Innovations, Integration of technology, adaptability, use of green energy	10
9)	Public Convenience and Technology backed Facilities. a) Innovation elements for the visitors. b) Integration of Technology, smart facilities etc.	10
10)	Operating Software a) Demonstration of Operating system having ability to broadcast synchronized and programmable messaging system using cloud server from Remote location. = max 5 marks b) Secured Architecture the operating software = Max 5 mark	10
11)	Safety & security program proposed for the project execution = 10 marks	10
12)	Maximum Technical Marks	100

6) Evaluation

The bidder will be given marks on evaluation of the technical bid as per the above which shall be the "Technical Score" (Ts). The Bidder who had secured 60% marks in the Technical Score will be considered qualified for further process of opening of Financial Bids. Bids securing less than 60% marks in technical evaluation will be considered as non-responsive to the terms & conditions of the tender reference and financial proposals of the same will be returned non-opened.

The Bidder Securing the Highest Technical Marks will be given Technical Score (Ts) of 100 Points the Technical Score of other Bidders will be computed as indicated below

The formula for determining the technical scores is the following: $[Ts = 100 \times Tb/Tm]$, in which Ts is the technical score, Tm is the highest marks, and Tb the marks obtained by the bidder of the proposal under consideration] the weights given to the Technical and Financial Proposals are: T= 0.80, and P= 0.20.

The Financial Proposal (Fm) (i.e; the maximum **Revenue Share** quoted by the bidder H1) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in below para. Proposals will be ranked according to their combined technical (Ts) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) Using the formula below:

The formula for determining the financial scores is the following: $[Sf = 100 \times F/Fm]$, in which Sf is the financial score, Fm is the highest percentage quote, and F the percentage of the proposal under consideration] the weights given to the Technical and Financial Proposals are: T= 0.80, and P= 0.20.

Total Combined Composite Score (C S) = $(Ts \times T\%) + (Sf \times P\%)$. The Agencies achieving the highest combined composite technical/ financial score will be awarded the package.

19.2 Submission of Technical Proposal

Form No	Description
T-1	Covering Letter
T-2	Power of Attorney by the Bidder in Favour of Designated Person(s) in Case the Bidder is not a Sole Proprietor
T-3	Information about Bidder
T-4	Project Undertaking
T-5	Technical Eligibility Experience Record
T-6	Format for Details of Technical Proposal
T-7	Indicative drawings and technical specification of Police Booths/Kiosks

Bidders are required to upload the technical proposal as per the format mentioned above:

Submission of Financial Proposal

Form No	Description
F-1	Format for Financial Capability

20 Discharge of EMD of concessionaire(s):

20.1 The EMD of concessionaires will be discharged / returned as promptly as possible within the 30th (thirtieth) day from the issue of LOA to the Concessionaire.

20.2 Discharge of EMD of Concessionaire:

The Concessionaire shall be required to furnish a Performance Guarantee/ Security Deposit on the date of signing the Agreement. The EMD of a Concessionaire shall be discharged only after the Concessionaire furnishes the Performance Guarantee/ Security Deposit as at clause

6.1 and 28. The Concessionaire's Bid Security shall not be adjusted against the Performance Guarantee.

20.3 Forfeiture of EMD: The EMD of a Bidder shall be forfeited in the following events: a.

If a Bidder with draws the proposal during the period of bid validity, or

b. Fails to execute the agreement after issue of LoA (Letter of Acceptance).

21 Award of Contract:

AUTHORITY shall issue a letter of acceptance ("LoA") to the Concessionaire. **AUTHORITY** shall issue the LoA in duplicate to the Concessionaire and the Concessionaire would be required to sign

and return the duplicate copy of the LoA as acknowledgement within 7 (seven) days of the receipt of the LoA by the Concessionaire.

22 Signing of Agreement:

Bidders should note that in the event of acceptance of its bid, the Concessionaire(s) would be required to execute the Agreement in the form annexed hereto. It is clarified that the issuance of the LoA shall be followed by signing of the Agreement (as aforesaid). The signing of the Agreement shall be completed no later than 60 (Sixty) days of the acceptance of the LoA to the Concessionaire or within such extended time frame as extended by **AUTHORITY** in its sole discretion. In the event the Concessionaire is unable to execute the Agreement within the time period, **AUTHORITY** will have the right to withdraw the offer immediately from the Concessionaire at its sole discretion. Thereafter, the previously appointed Concessionaire will have no rights and its Bid Security will be forfeited. The Concessionaire will be required to mobilize within 60 (Sixty) days of the date of signing of Agreement.

23 Failure to abide by the Agreement:

The conditions stipulated in the Agreement shall be strictly adhered to by the Concessionaire and any violation thereof by the Concessionaire may result in termination of the Agreement without prejudice to any rights available to **AUTHORITY** upon such termination as set forth in this RFP and/or the provisions of the Agreement.

24 Performance Guarantee / Security Deposit:

On the Date of the execution of the Agreement, the Concessionaire would be required to submit to **AUTHORITY**, an irrevocable and unconditional Performance Guarantee, in the form of a bank guarantee from a nationalized/ scheduled bank acceptable to **AUTHORITY** for a sum of INR 2 month bid amount.

25 Change of Scope

Pre-Construction: The details for locations of LED display Panels under the package are indicated in Annexure - 1. The Concessionaire need to submit the detailed Project report based on which the changes in location can be proposed concessionaire and approved by **AUTHORITY**.

Post Construction: If Certain LED display Panels need to be relocated after installation, concessionaire would be bound to shift the location as decided by **Both the parties** to avail the remaining concession period.

26 Capacity Augmentation after COD (Commercial Operation Date):

26.1 AUTHORITY May propose the similar execution in their other properties with the first right of refusal provision at the Concessionaire may by mutual agreement agree to

execute the same at the similar contractual terms by evaluating the viability and feasibility of the panels. this augmentation process can be done during any time within the entire contract period.

26.2 **AUTHORITY** and the Concessionaire may by mutual agreement, after achieving of COD, decide to augment the capacity of the project by increasing the number of LED display Panels. The revenue share shall remain same.

26.3 The original Term shall not be modified due to capacity augmentation and the handing over of all the display Panels (original as well as augmented) shall be together on the termination of the Agreement.

26.4 Failure to furnish all the information required by the RFP or submission of a bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection or disqualification of the bid.

26.5 All amounts are non-refundable (unless otherwise provided in the RFP) and **AUTHORITY** will in no case be held responsible or be liable for the cost, regardless of the conduct or outcome of the bidding process.

26.6 Nothing in this section shall be taken to mean or read as compelling or requiring **AUTHORITY** to respond to any questions or to provide any clarification to a query of a Bidder. **AUTHORITY** reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications, if **AUTHORITY** in its sole discretion considers that no reply is necessary.

26.7 The terms and conditions of the RFP are frozen unless **AUTHORITY** specifically issues Addendum(s).

26.8 **AUTHORITY** shall have the right to seek any additional information or document from the Bidder in the manner **AUTHORITY** deems fit in its sole and absolute discretion.

26.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and **AUTHORITY** shall be written in English language only. However, in case bidder chooses to enclose certain supporting document(s) in any language other than English, then bidder shall also enclose certified / authentic translated copies of the same in English language. For bidders other than Indian bidders, translated copies should be attested by the concerned embassies. Any document which is not translated into English will not be considered and the bid shall be considered incomplete and therefore, liable for disqualification. For the purpose of interpretation and evaluation of the bids, the English language translation shall prevail.

26.8.2 Any interlineations, insertion, erasures, or overwriting shall be valid only if the person or persons

signing the bid have authenticated the same with their respective signature alongside such interlineations, insertion, erasures, or overwriting.

- 26.8.3 **AUTHORITY** shall not be responsible in any manner possible for the contents of the bids, including if the envelope is not sealed and marked in the manner indicated in the RFP or where the Bidder does not receive any notification or documentation from **AUTHORITY** .
- 26.8.4 **AUTHORITY** will examine the bids to determine whether these are complete, whether these meet all the conditions of the RFP and whether the documents have been properly signed and the bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 26.8.5 Any and all expenses relating to the execution of the Agreement shall be borne by the Concessionaire, including taxes and duties, incidental expenses, payment of stamp duty and registration charges, as applicable.
- 26.8.6 Unless specifically requested by **AUTHORITY** for a clarification, no Bidder shall contact **AUTHORITY** on any matter relating to its bid, from the time of the qualification bid opening to the time the Agreement is executed with the Concessionaire (**Successful Bidder**).
- 26.8.7 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, **AUTHORITY** shall reject a bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Concessionaire, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, **AUTHORITY** shall forfeit and appropriate the Bid Security or Performance Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to **AUTHORITY** towards, inter alia, time, cost, and effort of **AUTHORITY** , without prejudice to any other right or remedy that may be available to **AUTHORITY** here under or otherwise
- 26.8.8 Without prejudice to the rights of **AUTHORITY** under sub-clause (I) hereinabove and the rights and remedies which the **AUTHORITY** may have under the LOA or the Agreement or otherwise if a Bidder or Operator as the case may be, is found by **AUTHORITY** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LOA or the execution of the Agreement and/or otherwise, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued

by **AUTHORITY** during a period of 2 (two) years from the date such Bidder or Operator as the case may be, is found by **AUTHORITY** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this clause, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of **AUTHORITY** who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution there of, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of **AUTHORITY**, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or after the execution of the Agreement, any person in respect of any matter relating to the Project or the LOA or the Agreement or otherwise, who at any time has been or is a legal, financial or technical adviser of **AUTHORITY** in relation to any matter concerning the Project;
- b. "Fraudulent practice" means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by **AUTHORITY** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest (as provided below); and
- e. "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 bidding process.



SECTION III: Technical Proposals – Standard Forms

FORM T1: COVERING LETTER

Dated:

To

**The Director
Zoological garden Alipore
Kolkata-700027**

Selection of Agency for Operation and Maintenance, content management of Digital Outdoor Display Hoarding at Alipore Zoo, Kolkata

Dear Sir,

Attached to this letter is the Power of Attorney appointing me/us as designated person(s) to make this representation for and on behalf of the Bidder in respect of the proposal as per RFP bearing number dated _____ 2020 issued by **AUTHORITY** .

For and on behalf of the Bidder, I/we confirm:

1. Our offer is in accordance with the terms and conditions of the RFP issued by **AUTHORITY** , and we agree to sign the Agreement enclosed with the RFP, and we have initialled each page of it to convey our acceptance.
2. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the RFP, including any extension of the proposal validity period as may be agreed by us.
3. That **AUTHORITY** may by written notice extend the period of proposal validity period and the proposal attached to this letter and the EMD below will remain in full force and be valid for that extended period as per provisions of the RFP.
4. That the Bidder accepts the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations; accordingly, and
5. That attached to this letter is the Bid Security along with all other documents and information as required by the RFP.

Signature:



FORM T2: POWER OF ATTORNEY FOR SIGNING OF BID
Power of Attorney for signing of Bid (to be on stamp paper)

Dated -----

POWER OF ATTORNEY

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint, and authorize Mr. / Ms.....(Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid in response to the RFP issued by the Commissioner, **AUTHORITY** (the "**AUTHORITY** ") for the "**Selection of Agency for Design, Build, Operate, and Maintenance and Transfer (DBOMT) of Information Panels in the premises of Zoological Garden, Kolkata Alipore against the advertisement rights.**" (the "Project") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in and other conferences and providing information

/ Responses to the **AUTHORITY** , representing us in all matters before the **AUTHORITY** , signing and execution of all contracts including the Shelter Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the **AUTHORITY** in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the **AUTHORITY** .

AND 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 said 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, designation, and address)

Witnesses:

- 1.
- 2.

Accepted

Notarized

(Signature, name, designation, and address of the Attorney)

Note:

1. The bidding firm needs to submit separate Power(s) of Attorney for each designated person
2. Any change in the designated person(s) should be informed to **AUTHORITY** along with a similar

Power of Attorney in favour of such person(s)

3. Each Power of Attorney submitted must be notarized. 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.
4. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

FORM T3: INFORMATION ABOUT BIDDER

Name of Bidder:

1. Information
(a) Nature of the Bidder
(a) Sole proprietor
(b) Partnership Firms
(c) Registered Companies
(b) Brief Introduction
Registered Name of Bidder(s)
Registered Address
Telephone
Fax
Email
(c) Main Businesses
In India, In Own Country, internationally
Date of Incorporation
(d) Management
Details of Board of Directors/ Managing Partners
Key Management Personnel
(e) List of Shareholders/Partners
Name/Categories of Shareholders/Partners including Percentage of their Share
2. (a) Information about Authorized Representative
Name
Position
Telephone
Fax
Email
3. Self-certified Certificate of Incorporation/ Registration(CIN)/Proof of Legal Status
4. Self-Certified Copy of PAN, Service Tax Registration



FORM T4: PROJECT UNDERTAKING
(On the Letterhead of the Bidder)

Date:

Dated:

To

**The Director
Zoological garden Alipore
Kolkata-700027**

“Selection of Agency for Design, Build, Operate, and Maintenance and Transfer (DBOMT) of Information Panels in the premises of Zoological Garden, Kolkata Alipore against the advertisement rights.”

We have read and understood the Request for Proposal (RFP) document bearing Number _____ dated [] in respect of the captioned Project provided to us by **AUTHORITY** .

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified in all respects, and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP provided to us.

Dated thisDay of.....2017

Name of the Bidder

Signature of the authorized person

Name of the authorized person

Form T-5: TECHNICAL ELIGIBILITY EXPERIENCE RECORD

Bidders should provide information on experience as specified in RFP document.

Total value of eligible Project works performed in the last five financial years.

Year	Name and Type of Project(s)	Value of the Project in Indian Rupees

Form T-6: FORMAT FOR DETAILS OF THE TECHNICAL PROPOSAL

The technical proposal with the details as mentioned in Clause 21 together with any other details that the Bidder may want to submit.

Form T-7: DRAWINGS & TECHNICAL SPECIFICATIONS OF INFORMATION DISPLAY PANELS

TO BE OFFERED BY THE BIDDER

Section IV

FINANCIAL PROPOSAL – STANDARD FORMS

FORM F1: Format for financial capability (Eligibility Criteria)

1. Financial Capability Statement

Bidder should submit the self-attested “Audited Financial Statement” for immediately preceding three financial years which should essentially covers the following details:

- 1.1 Turnover
- 2.1 Total Assets
- 3.1 Current Assets
- 4.1 Total Liabilities
- 5.1 Current Liabilities
- 6.1 Profit before Tax
- 7.1 Profit after-tax

2. For Net Worth,

The bidder should submit the certificate duly certified by practicing Chartered Accountants. For companies registered outside India, certificate can be obtained from Chartered Accountant or Equivalent professionals. The Net Worth should be calculated as follows:

Net Worth = Equity Capital + Reserve and Surplus – Revaluation Reserve – Accumulated losses – Intangible assets

Appendix: Format of Bank Guarantee for performance Security

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

To

Zoological Garden, Alipore (Authority) (AUTHORITY)

WHEREAS _____ [Name and address of Agency] (hereinafter called “the Concessionaire”) has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set for this Contract “.....Zoological Garden, Alipore (Authority) (**AUTHORITY**)

AND WHEREAS it has been stipulated by you in the said Contract that the Concessionaire shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Concessionaire such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Concessionaire up to a total of _____ [Amount of Guarantee] _____ [in Words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum, or sums within the limits of _____ [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sums specified therein.

We hereby waive the necessity of your demanding the said debt from the Concessionaire before _____ presenting _____ us _____ with the demand. We further agree that no change or addition to or other modification of the Terms of the Contract of the to be performed under or of any of the Contract Documents which may be made between you and the Concessionaire shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Concessionaire or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____ unless a claim or a demand in writing is made upon us on or before _____

_____all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of months i.e., up to

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

(Name, Signature and

Occupation) Name of the Bank

Address

(Name and

Occupation) Date.

Note: The form can be given suitable to various banks without changing the key terms, amount of the RFP.