



# BERHAMPUR MUNICIPAL CORPORATION

TENDER No. 17915

Date:21.12.15

**Tender Reference No. BeMC/Advt/03/2015-16**

**TENDER CALL NOTICE**  
**FOR**

**ALLOTMENT OF BeMC AUTHORIZED ADVERTISEMENT SPACE ON MONTHLY LICENSE FEE BASIS**

Berhampur Municipal Corporation (BeMC) invites Technical and Financial Bid in Two Bid system from any Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company for allotment of advertisement space on Monthly License Fee basis as per terms & conditions of this tender.

**Technical Eligibility Criteria:** The Bidder shall submit credibility and experience certificate from any concerned authority/ employer of a Govt./ULB / PSU of repute/ Corporation in similar nature of business/trade.

**Financial Eligibility Criteria:** Minimum Average Annual Turnover of INR 50,00,000/- (Rupees Fifty Lakhs Only) during last three financial years i.e. **2012-13, 2013-14 and 2014-15** as on the date of filing of bidding application .

The availability of tender document in [www.berhampur.gov.in](http://www.berhampur.gov.in) from **22.12.2015** at 10.30 A.M onwards till **22.01.2016** at 5.00 PM. The Technical Bid and Financial Bid should reach BeMC office on or before **27.01.2016** by 5.00 P.M **through Regd Post/ Speed Post only**. The technical bid shall be opened on **29.01.2016** at 11.30 A.M.The cost of tender document is INR 15,750/- (Rs.15,000 + VAT 5%) (Rupees Fifteen thousand seven hundred fifty only). **TO CLARIFY THE QUERIES OF THE BIDDERS ON THE ASSIGNMENT AND THE TENDER DOCUMENT, A PRE- BID MEETING SHALL BE HELD ON Dt.18.01.2016 at 11:30 AM IN THE CORPORATION MEETING HALL OF BeMC.**

BeMC reserves the right, without any obligation or liability, to accept or reject any or all the Technical & Financial Bids, at any stage of the bidding process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

**Address for Submission of BID DOCUMENT:**  
Municipal Commissioner  
Berhampur Municipal Corporation (BeMC)  
Berhampur-760002. Ph.0680-2250290.

Sd/21.12.2015  
MUNICIPAL COMMISSIONER  
BERHAMPUR MUNICIPAL CORPORATION

Memo No. 17916

Dt.21.12.2015

Copy submitted to the Director Municipal Administration-cum-Ex-officio Addl. Secy. to Govt., H. & U.D. Dept., Govt. of Odisha, for favour of kind information.

Sd/21.12.2015  
Municipal Commissioner  
Berhampur Municipal Corporation

Memo

No. 17917

Dt.21.12.2015

Copy submitted to the Collector, Ganjam, Chatrapur / Sub-Collector, Berhampur/ Tehasildar, Berhampur for kind information with a request to please display a copy of this Notice in his Office Notice Board for wide circulation and information of all concerned.

**Sd/21.12.2015**

Municipal Commissioner  
Berhampur Municipal Corporation

Memo No. 17918

Dt.21.12.2015

Copy forwarded to the Member Secretary OWSSB, Satyanagar, Bhubaneswar - 751 007 / S.E., P.H. Circle, Berhampur / S.E., Southern (R & B) Circle, Berhampur, E.E., P.H. Division, Berhampur / E.E., Ganjam (R & B) Division – I / II, Berhampur / E.E., Berhampur Irrigation Division – I / II, Berhampur, for information with a request to please display a copy of this Notice in his Office Notice Board for wide circulation and information of all concerned .

**Sd/21.12.2015**

Municipal Commissioner  
Berhampur Municipal Corporation

Memo No. 17919

Dt.21.12.2015

Copy to the Steno to Mayor/ P.A to Municipal Commissioner/ Steno to the City Engineer/ Steno to Exe. Engineer, Berhampur Municipal Corporation for information.

**Sd/21.12.2015**

Municipal Commissioner  
Berhampur Municipal Corporation

Memo No. 17920

Dt.21.12.2015

Copy to Office Notice Board / Spare Copies to the Concerned Files for reference and record and information of all concerned.

**Sd/21.12.2015**

Municipal Commissioner  
Berhampur Municipal Corporation



# **BERHAMPUR MUNICIPAL CORPORATION**

Tender Ref. No:

Date:

## **TENDER NOTICE**

**TERMS & CONDITIONS OF TENDER & LICENSE AGREEMENT FOR  
ALLOTMENT OF BeMC AUTHORIZED ADVERTISEMENT SPACE  
ON MONTHLY LICENSE FEE BASIS**

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**N.B :- SL.No.3 to 7 are instructions to the Bidder for submitting the Tender.**

## 1. Introduction

**Berhampur Municipal Corporation** (BeMC) invites Technical and Financial Bid in Two Bid system from any Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company for temporary and conditional allotment of advertisement space on Monthly License Fee basis as per terms & conditions of this tender.

## 2. BIDDING SCHEDULE

Publication of Advertisement and Sale of Tender documents	<b>From 22.12.2015 at 10.30 AM to 22.01.2016 by 5.00 PM</b>
Pre-Bid Meeting	<b>18.01.2016 at 11:30 AM in the Conference Hall of BeMC.</b>
Last Date of receive of Technical and Financial Bid through Regd. Post/ Speed post only.	<b>27.01.2016 by 5.00 P.M.</b>
Date of opening of Technical Bid	<b>29.01.2016 at 11.30 A.M.</b>
Last Date & Time of Seeking and Furnishing Clarification ( if any )	<b>16.01.2016 upto 5.00 PM</b>
Date of opening of Financial Bid	<b>To be intimated to the respective successful bidder</b>

## INSTRUCTIONS FOR SUBMITTING TENDER

### 3.. Bidding Criteria and Essential Pre-Requisites

#### (A) Eligibility Criteria for participation in the tender

- i. Any Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company capable of entering into license agreement, who has/have cleared all dues of BeMC, if any, shall be eligible to participate in the tender for temporary allotment of advertisement space as per terms & conditions of this tender.
- ii. The Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company need not necessarily be registered with BeMC before participating in bidding process whereas once selected, the bidder shall apply for registration with BeMC before executing the contact agreement with BeMC.
- iii. The selected bidder shall have to be registered (trade license) with BeMC before executing the Contract Agreement with BeMC.

**(B) Tender Document Fee**

The complete tender document can be downloaded through [www.berhampur.gov.in](http://www.berhampur.gov.in) , for which the requisite Fee of Rs 15,750/- (Rupees Fifteen Thousand Seven Hundred Fifty Only) including 5% VAT shall be deposited by way of demand draft/pay order payable at Berhampur drawn in favour of Municipal Commissioner, Berhampur Municipal Corporation, Berhampur along with submission of the Tender/Bid Document. Any tender document without the tender fee shall be summarily rejected.

**(C) Earnest Money Deposit and Security Deposit (Bank Guarantee)**

- i. There will be specific monthly Minimum Reserve Price (MRP) for the advertisement space/scope as per the location / revenue potential etc. and same will be mentioned against the advertisement space. The bidder shall have to deposit Account Payee **Demand Draft** or **Banker's Cheque** from any of the Nationalized Bank payable at Berhampur for an amount equal to **2% of the annual upset license fee for the space as Earnest Money Deposit (EMD)**, with tender form. Tenders submitted without the earnest money will be rejected summarily. The MRP and Annual license fee is as given at **ANNEXURE-5**.
- ii. Format for **Bank Guarantee** is provided at **ANNEXURE-1**
- iii. The earnest money and security deposit of unsuccessful bidders shall be refunded on written request of the bidder within 7 days from the date of signing of contract with the successful bidder.
- iv. The Earnest Money shall be forfeited on account of any of the following reasons:
  - In case the bidder does not accept the offer of allotment from the BeMC within 7 days (seven days) of issue of Offer Letter or if the bidder withdraws the offer.
  - If the bidder does not respond to request for clarification of its offer,
  - If the bidder fails to provide required information during the evaluation process.
- v. The bidder should submit Security Deposit for an amount equivalent to **two months Monthly license fee** offered by the bidder in shape of Bank Guarantee from any of the Nationalized Bank/ scheduled commercial bank. The validity of such Bank Guarantee shall be for at least 1 (one) year.

**(D) Performance Guarantee**

A **Demand Draft/Pay Order** in the name of Municipal Commissioner, Berhampur Municipal Corporation, Berhampur by a Scheduled commercial/ Nationalized Bank payable at Berhampur for an amount equivalent to **4 (four) times of the Monthly Licensee Fee (MLF)** of the respective advertisement space (as accepted by the BeMC) /bidder) from any of the nationalized bank payable at Berhampur, has to be furnished by the **selected bidder(s) at the time of signing the agreement**. The bidder has to furnish Bank guarantee each year as per the enhanced rate for subsequent years. This shall be kept as security deposit and not adjustable towards MLF and shall be refunded to the bidder after successful completion of contract agreement period, without any interest on it. The performance guarantee shall be returned after

completion of the contract period or termination of the contract (subject to deductions/ forfeiture which may be applicable on account of non performance, as the case may be, in such an event).

**(E) Documents to be submitted with Technical Bid for evaluation**

A bidder shall be required to submit the following certificates/undertakings & documents and information supported with the documents in their Technical Bid.

- i. Bid Application in Format given at **ANNEXURE-2.**( with copy of trade licence, if available).
- ii. No Dues Certificate (for the current dues up to date and previous dues, if any) issued by BeMC (In case the intending bidder has already engaged in any advertisement business in any area or site or engaged in any type of business related to BeMC under the jurisdiction of BeMC.)
- iii. An undertaking by way of affidavit (on Rs 100/- STAMP PAPER) duly notarized to the effect as per **ANNEXURE-3.**
- iv. The official e-mail ID with the tender document (all correspondence made or mail sent at such email ID shall be considered to have been received by him/them.)
- v. A copy of his/their PAN Card(s);
- vi. Two recent passport size photographs of the Individual /Partnership Firm/ Public Limited Company/ Pvt. Limited Company as applicable.
- vii. Account Payee Demand Draft or Banker's Cheque for an amount equal to 2% of **the quoted annual license fee for the space** as Earnest Money Deposit (EMD )from any Nationalized Bank.
- viii. **Security deposit** equivalent to two months of Monthly licence fee offered by the bidder in shape of Bank Guarantee from any of the nationalized bank/ schedule commercial bank.
- ix. Tender document fee of Rs 15,750/- (Rupees Fifteen Thousand Seven Hundred Fifty Only) by way of demand draft/pay order payable at Berhampur drawn in favour of Municipal Commissioner, BeMC, Berhampur.
- x. The bidder has to submit the **Solvency Certificate** for an amount of Rs.50 Lakhs (Rupees Fifty Lakhs) only from Competent Authority along with application and other documents.
- xi. The bidder should submit Service Tax registration certificate along with Service Tax Return (ST-3) for the Financial Year 2013-14 and 2014-15 duly notarized.
- xii. Credibility & Experience Certificate: From any concerned authority/ employer of a Govt./ ULB / PSU of repute/ Corporation/ organization of repute in similar nature of business/trade for the preceding 3 financial years ending with 2014-15 having a minimum average annual turnover of Rs.50 lakhs (Rupees Fifty Lakhs). Copies of Agreement/work orders/successful implementation certificate or completion

certificates of each such project should be enclosed with the bid. The bidder should have been profitable for all these three financial years. Copies of Balance sheets/Profit & Loss Accounts/ITR Form of last three financial years should be enclosed.

- xiii. The information supported with the documents regarding operation of the bidder in the local area and whether well versed in local language & culture; number of team members shall be engaged by the bidder in case awarded and physical presence of the bidder and its network in Berhampur city should be enclosed.
- xiv. Technical bid should be submitted in format required for Qualification Bid & should be kept in separate sealed cover super scribing PART I – Technical/Qualification Bid - "**Tender for allotment of authorized advertisement sites under the jurisdiction of BeMC**".
- xv. Any tender not accompanied with any of the above mentioned documents/ information/ certificates, is liable to be rejected.
- xvi. Any advertiser, who has not cleared or having any other statutory dues found on record past dues, if any, of BeMC or has been blacklisted shall not be eligible to apply against this tender and if they submit the tender then it shall be rejected summarily.
- xvii. The bidder should furnish the No Litigation Certificate as annexed in **Annexure-7**.

**(F) Following Documents/ Information need to be submitted in "FINANCIAL BID"**

- i. Financial Quote for the advertisement space through prescribed format specified at **ANNEXURE-6**.
- ii. **Financial bid to be submitted in Format required for Financial bid & should be kept in separate sealed cover superscribe "Part-II-Financial Bid-"Tender for allotment of Authorised Advertisement space and other Advertisement under the jurisdiction of BeMC"**.

**(G) Roles and responsibilities of the BeMC and the Successful Bidder (Advertiser)**

- i) **Removal of encumbrances from the advertisement space/area** - BeMC shall provide possible assistance for making hindrance-free site to the advertiser. The advertisement space/area shall be given to H1 bidder on 'as is where is' basis.
- ii) **Authorization Certificate:** BeMC shall issue an authority letter to the advertiser authorizing him to operate the advertisement space on behalf of BeMC.
- iii) **The Advertiser shall be responsible for damage caused to the public/property during display of Advertisement:** BeMC shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Advertiser shall be sole liable and responsible for any



- loss of life and / or physical harm/ any other loss to the public or any other agency including Government on account of negligence on the part of Advertiser in maintaining the site properly.
- iv) **The Advertiser to intimate change of address:** The Advertiser shall keep Advertisement Department of BeMC informed of change in his address, change in constitution etc. The intimation of change of address shall be given to the Advertisement Department for necessary amendments in the registration certificate. Otherwise a communication sent at the e-mail address given to the BeMC shall be deemed to have been received by the Advertiser.
- v) **No subletting of advertisement rights:** No subletting or its assign of the advertising site is permissible. The Advertiser shall manage the Advertisement space by himself/itself or through his/its employees but shall not be allowed to sublet the Advertising space to any other person/agency/firm. If at any point of time it is found that the Advertising site / space has been sub-let the license as well as current contract shall be liable for cancellation with the approval of competent authority.
- vi) Regular co-ordination meeting will be conducted by the BeMC to facilitate the advertiser for smooth display of advertisement. The authorised officer is to ensure eviction drive for removal of un-authorized display in each month. BeMC will co-operate with the advertiser in clearing the obstruction for clear visibility of advertisement displays wherever and whenever required.
- vii) The officer in-charge of Hoarding License section of BeMC shall extend all co-operation in resolving the problems faced by the advertiser as regard to advertisement on Govt. land within the space / BeMC area.

#### **Other Terms & Conditions and Important Instructions**

The other terms & conditions and important instructions for management of advertisement space are as specified in **ANNEXURE-4**.

#### **Responsibility of bidder before offering proposal:**

- i. The bidder shall inspect the advertisement space which will be given on and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid for the same. The bidder shall acquaint himself of all the local conditions and the advertisement space / space condition.
- ii. The bidder should bid the amount by considering its entire revenue potential. BeMC will not be responsible for any decline in the revenue at the advertisement space for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the BeMC without any kind of response to the licensee & the licensee shall not be entitled to make any claim / remission on that account.
- iii. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold BeMC responsible for non understanding of the scope of work. Bidders are free to visit the said advertisement space / space to understand the field operations and current revenue administration.

#### **Remission**

No remission shall be allowed in general on account of any reason. However, in exceptional circumstances involving natural calamity/national/state cause which may occur beyond control of any person or keeping the advertisement space without display as per approval of competent authority, BeMC may consider the request on case to case basis on facts and circumstances subject to verification/confirmation by the concerned department. This shall be in extraordinary circumstances. The decision of competent authority i.e. Commissioner, BeMC in this regard shall be final and binding.

### **Penal Action**

- A. The Advertiser shall have to abide by all the relevant provisions of the OMC Act, Bye-laws framed there under, orders/directions of the Courts of law, Instructions for Registration/Renewal, the terms & conditions of the contract and also the Notice Inviting Tenders, as may be applicable. The Competent Authority shall have the right to debar an Advertiser, suspend business with him for any period or cancel his registration and/or black-list him, impose penalty for violation, after issue of show cause notice. The decision of the Competent Authority i.e Commissioner, BeMC shall be final and binding to all.
- B. The Advertiser shall be bound by the registration contract for the entire period of respective (Notice inviting tender) or till the time ,competent authority allows specific performance, even if he fails to get his registration renewed on time.

#### **\*Violation in this regard means:**

- i. Any of the violation of guidelines of Registration/Renewal.
  - ii. Any of the violation of terms and conditions of NIT.
  - iii. Any of the violation of contract agreement/affidavit & other declarations made by the advertiser.
  - iv. Any violation/deviation from the provisions of OMC Act & Rules, 2003 and BeMC Regulation of Tax on Advertisement, 2012 for the purpose of display of advertisement and amendments from time to time.
  - v. Non-compliance or defiance of the directions/orders of the competent authority.
  - vi. Any other violation which the competent authority may decide from time to time.
- C. The violations will be recorded in the respective contract files, space/location wise. The Advertiser shall be given seven days time to remove the violations from the date of issue of the show cause / letter in this regard and he shall have to submit a written compliance report of rectification as well as to pay the penalty fixed by the competent authority.

- D. BeMC shall reserve the right to carry out day to day inspections by any official of the Corporation or any other person/agency authorized in this regard and on the basis of inspection report submitted to the competent authority the decision of competent authority on fixing and levying penalty shall be final and binding on the Advertiser.
- E. **Blacklisting and cancellation of registration:** The Advertiser, if found involved in any kind of malpractices/violations of site including default in payment of license fee shall be liable for cancellation of the site and the advertiser shall be blacklisted with the approval of the competent authority. The decision of the Competent Authority shall be final and binding to all. In case of any aforesaid violation, his security amount shall be forfeited and registration of Advertiser shall be cancelled.

#### **SITE DETAILS:**

The sites for advertisement will be decided by BeMC. Details of advertisement space put to tender in this NIT and their Minimum Reserve Price is specified in **ANNEXURE – 5**

#### **PREMATURE CLOSURE OF CONTRACT**

In case of implementation of any new comprehensive advertisement policy for Berhampur or any direction by Court of law or advertisement space being required by Government / Corporation, BeMC retains the right to cancel the license agreement of advertisement contracts by giving one month's notice in writing and the advertiser will not be allowed any extension on any ground whatsoever. Any loss of revenue to the advertiser on above conditions shall not be borne by BeMC.

#### **4. BID SUBMISSION INSTRUCTIONS**

##### **I. VALID TENDER DOCUMENT:**

Only those tender documents which are submitted along with the prescribed EMD, Security deposit and Tender document fee shall be considered for the technical evaluation process.

##### **II. ENVELOPES:**

Tenders shall be deposited in a sealed cover super scribed by "**TENDER FOR ALLOTMENT OF AUTHORISED ADVERTISEMENT SPACE AND OTHER ADVERTISEMENT UNDER THE JURISDICTION OF BeMC**", containing **two sealed envelopes**, one for "**Technical Bid/Proposal**"; second for "**Financial Bid**" duly super scribed – Tender Name, Technical Bid / Financial Bid & Opening Date and time/ address of the Bidder to ensure that the documents are returned at correct addressed for unsuccessful bids. The Technical bid and Financial bid shall be submitted separately in two separate sealed envelopes superscribed appropriately, technical bid and financial bid as applicable. The two envelopes shall be then placed in one envelop which shall be superscribed "**Tender for the Allotment of Advertisement space and other advertisement in BeMC**".

##### **III. SUBMISSION PROCEDURE:**

The duly filled tender should be sent by registered post /speed post(which shall be valid only if received on or before the due date & time). In case on due date if any holiday is declared then due date will be next working day on same time and venue.

- a) Tender Form should be clearly filled in Ink/ duly typed giving Full Name and address of the party and in English language only. All correspondence and other documents pertaining to the contract, which are exchanged between the parties shall be written in English.
- b) Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the Tender.
- c) That the document (all pages) must be signed by an authorized signatory of the bidder.
- d) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- e) No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- f) Bidders shall submit their Proposals at the given address on or before the last date and time for receipt of proposals mentioned in the tender documents.

#### **IV. REJECTION OF BIDS:**

That BeMC reserves the right to reject any / all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The BeMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder on any of the following grounds:

- a) Made misleading or false representations in the tender document submitted by him in the tender.
- b) Has any pending due with BeMC.
- c) Any bidder who has been blacklisted by BeMC due to any reason.
- d) Any bidder who is found to have associated with or, interest in any defaulter/blacklisted business concern / person.
- e) Tries to influence the tender process through direct contact with any official involved in the tender process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- f) Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their tender shall not be considered.
- g) Failed to provide clarifications related thereto, when sought;
- h) Any delay in receipt of tender documents through post shall render the tender invalid. Telegraphic / fax/ e-mail /conditional tender etc shall be summarily rejected.
- i) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- j) The Qualification Bid should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.

- k) Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weightage shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the tender document and not any other work.

#### **V. PRE BID MEETING:**

Berhampur Municipal Corporation convene a pre-bid meeting to address any Tender related queries. However, it is made clear that BeMC shall entertain only those questions which have been submitted in writing on the letter head of participating bidders/registered advertisers duly received at advertisement department of BeMC at least 2 working days in advance to the pre bid meeting. No questions other than that submitted in writing shall be entertained. Amendments necessitated, if any, as a result of the pre-bid meeting or otherwise shall be made available to participating bidders through tendersorissa.gov.in. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through tendersorissa.gov.in. The BeMC shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through tendersorissa.gov.in. That the BeMC shall not be responsible for communicating the same through phone or post.

#### **5. SCOPE AND EVALUATION**

##### **A. Acceptance of tender / bid/proposal:-**

- (a) The selected bidder is to start operation w.e.f the date to be specified later. EMD and Security Deposit shall be forfeited and the bidder shall be blacklisted for future tenders, besides other action being taken against him if he/she backs out after being declared highest bidder and intimated to start operation.
- (b) The offer/bid made by the tenderer shall be subject to acceptance by the competent authority, BeMC or any other officer authorised / designated by the competent authority. Earnest money in respect of unsuccessful tenderer will be refunded / returned without any interest, unless the same is forfeited for some other reasons on written request.
- (c) Evaluation will be done as per the guidelines and documents submitted. The bidders who are technically qualified shall be considered for opening their Financial Bid.
- (d) **Advertisement license may be given to the highest bidder (at the discretion of the competent authority),subject to the terms & conditions. In case, if there is valid single bidder it may be awarded after following due procedures and subject to approval of Competent Authority.** But, no bid quoting MLF less than the minimum Reserve MLF will be accepted.
- (e) In case, there are two successful highest bidders, with matching bids the H-1 will be decided by transparent lucky draw system under the supervision of competent authority of the BeMC in the presence of both the bidders. During such a draw either the bidder or his authorized representative along with authorization certificate shall be allowed to

contest in the draw and decision of authorized representative in this regard shall be binding on the party/bidder.

## **6. TIME LINES**

### **I. TENDER OPENING:**

Tender shall be opened in the presence of intending bidders/their representatives, who may like to be present at that time. In case Tender receiving/opening date is declared HOLIDAY, Tender shall be received and opened on next working day at the same time specified in the NIT (Notice Inviting Tender).

### **II. GESTATION/INCUBATION PERIOD:**

The selected bidder shall also get a maximum gestation period of **7 days** from the date of issue of work order post signing of the agreement to set up the necessary infrastructure to commence the implementation of the project. No extension of gestation period shall be allowed except for force majeure clause or non fulfillment of Conditions Precedent. The work order shall be release only on fulfillment of all the formalities as specified in offer letter.

### **III. CONDITIONS PRECEDENT:**

That the date of the commencement of the project shall become and effective binding on the selected agency from the date of issue of work order provided however the following conditions are fulfilled by the BeMC to go ahead with the project:

- All administrative approvals are granted/ allotment letter given/ and Nodal Officer is appointed along with the work order / agreement / bank accounts are operationalized for effective implementation of the project.
- **Non Compliance of Conditions Precedent:** it is agreed that, if the above preconditions are not met in **7 days** from the date of such agreement, then the BeMC shall, at the option of the selected agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

### **IV. TIME PERIOD:**

The license will be for duration of Three **YEARS** with effect from \_\_\_\_\_. However, the licence fee/ tax on advertisement shall be increased each year at the following rate:

- 2<sup>nd</sup> year - 10% increase on the amount of 1st year
- 3<sup>rd</sup> year - 10% increase on the amount of 2nd year

However, continuance for successive year shall be subject to the satisfactory completion of period of first year of contract (**satisfactory completion**) implies that there should not be any dues pending against the advertiser as well as no complaint / show cause notice/ penalty notice pending against him). However, if the registered licensee continues to operate the Space after expiry of period, he shall be liable to pay to the Corporation the misuse/damages charges @ double the monthly license fee for such period of unauthorized occupation.

## **7. WORK ORDER / AGREEMENTS / OTHERS**

### **I. WORK ORDER:**

**Acceptance of Tender:** The offer made by the registered advertiser shall be subject to acceptance by the Commissioner or any other officer authorized by him. Any offer may be rejected or permission granted for display at advertisement space may be withdrawn at any time without assigning any reason thereof. The offer once accepted, shall be final. An offer letter shall be issued within 7 days of finalization of tender and subject to fulfillment of all the requisite formalities as specified in offer letter, within seven days of issue of the same, a formal allotment letter/work order shall be issued to the selected bidder.

### **II. AGREEMENT -**

An agreement would be executed simultaneously along with the issue of offer letter but prior to issuance of work order to ensure successful working of the system between the BeMC and the bidder selected to implement the system that would also define the terms and conditions for completion of the project in a time-bound manner. The agreement shall be subject to the provisions contained in Act / Rules / Regulations / Bye-laws as in force from time to time. The decision of the competent authority of BeMC shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need basis subject to the requirements of BeMC.

### **III. AGREEMENT TO BE EXECUTED:-**

The successful bidder shall execute an agreement with the BeMC in the format to be supplied by the BeMC on a non-judicial stamp paper of Rs. 100/- duly attested by 1<sup>st</sup> Class Magistrate or Oath Commissioner, to be purchased and provided by the said bidder within 7 days of issue of the offer, failing which the earnest money & security deposit shall be forfeited along with penal action as per penalty clause shall be initiated and offer by the BeMC shall be **deemed** to have been cancelled.

#### ***Forfeiture of Earnest Money***

Once the bid has been accepted and an offer of allotment made asking the bidder to deposit the license fee as well as the prescribed performance guarantee within a specified period, failure/default on the part of the bidder to deposit the requisite amount within the stipulated period will result into forfeiture of the earnest money and cancellation of agreement without any further notice to the concerned bidder.

### **IV. SUCCESSOR BODY:**

That if there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.

### **V. EXCLUSIVITY:**

The successful bidder shall have sole and exclusive right for the implementation of the said project on Government land (road side) and collection of Advertisement charges from different assesses for advertisement in Road crossing gate putting up of Cloth/ Flex Banner, advertisement on vehicles (i.e. Mobile hoarding) only in respect of items mentioned in Annexure-5 for the time period as defined above.

**VI. FORCE MAJUERE:**

The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, embargo put by the Government or any Court Of Law / threats from anti national elements / political protests against the project or extortion from anti social elements, theft, loot or any other situation not envisaged at the time of formulation of this project / tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

**VII. TERMINATION OF CONTRACT:**

- a) The BeMC may at any time terminate the Contract by giving written notice to the Agency, if it becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company.
- b) The contract may also be terminated due to non-performance of selected agency during execution of Project. In such case the BeMC shall intimate the selected bidder in writing about all issues where performance is below the required level or is not satisfactory and the selected bidder shall be given 30 days to rectify the same. Failure to rectify the same shall result in termination of the contract. That a part of the Performance Guarantee/Security Deposit may be deducted to the extent of non performance.
- c) That Security Deposit shall not be invoked in case of force majeure situations.
- d) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations.
- e) That no consequential damages shall be payable by the either parties upon termination of the contract.



**VIII. BREACH OF AGREEMENT AND ITS RESTORATION:**

BeMC shall have the right to terminate the license and forfeit the security amount if the licensee commits any breach of any of the terms and conditions of this agreement. In case, the licensee wishes to get the license restored / renewed, the competent authority, BeMC may at its sole discretion; restore / review the license for the remaining period, subject to the licensee paying a sum / amount equal to 5% of the total bid amount as restoration charges along with license fee for the intervening period.

**IX. BLACKLISTING AND CANCELLATION OF REGISTRATION:**

The licensee, if any time, found engaged in any kind of malpractices including default in payment of license fee regularly shall be liable to be blacklisted in which case his security amount/earnest money / deposit will be forfeited and registration of advertiser shall be cancelled.

**X. DISPUTES:**

All legal matters shall be subject to Berhampur jurisdiction, only.

**XI. INTERPRETATION:**

For interpretation of any clause in the Tender or project functionalities during project execution phase, the interpretation as adopted by the BeMC shall be final and binding.

**XII. SURRENDER:**

- (a) In the case of surrender of the advertisement contract, the advertiser shall have to give at least 90 days notice, but not before the lapse of 9 months of start of the contract, so as to enable BeMC to examine the notice and to take decision and to make alternative arrangement for running of advertisement space for safeguard of municipal revenue.
- (b) In the case of surrender of the space, Performance Guarantee /Security deposit shall not be adjusted against the license fee of remaining months and shall be either forfeited or refunded or adjusted against the dues of other space after the determination of the license.
- (c) **Forfeiture of Performance Guarantee-** In case of Termination/Cancellation of the contract except for force majeure conditions the performance guarantee shall be forfeited.
- (d) The advertiser, who has surrendered a Space/Corporation area, shall not be eligible to participate in the tender process of the same Space/Corporation area again at least for two consecutive terms.  
**To this effect an undertaking shall be given by the advertiser.**
- (e) In the event of determination of license, BeMC, reserves the right to ask the advertiser to run and maintain the advertisement space on the terms & conditions of the agreement or as modified temporarily for a specific period as specified by BeMC and in such an event the advertiser shall be bound to run the said advertisement space till the period BeMC requires and to handover possession of the advertisement space to BeMC as and when asked. Any violation in this behalf shall invite legal/penal action including blacklisting of the advertiser.

**(f) Surrender Notice**

The advertiser to whom the contract for display of advertisement space has been awarded may surrender the allotment by giving 90 days notice in writing provided,

- i. That the contract has been in force for at least nine months i.e. no surrender notice is permissible during the first nine months of the contract period.
- ii. That the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of receipt of such surrender notice.
- iii. That in case the allottee wants to withdraw the surrender notice, he/she may do so by giving a request in writing provided the request has been received before the re-tender of the said space and up to date dues including interest, if any, towards the same are deposited.

**XIII. UNDERTAKING/AFFIDAVIT**

The bidder has to submit an Affidavit declaring therein that the statements made by him and all the facts stated in connection with the tender and documents submitted in this behalf are true and correct to the best of his knowledge and nothing has been concealed there from.

**XIV. Payment of National / State / Local Taxes.**

The successful bidder has to pay all national / state / local taxes, as applicable.

**Format for Bank Guarantee**

In consideration of the Commissioner, BeMC ,Berhampur having offered to accept the terms and conditions of the proposed agreement between\_\_\_\_\_and\_\_\_\_\_(Hereinafter called "the said contractor(s)" ) for the work\_\_\_\_\_(Hereinafter called" the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.\_\_\_\_\_(Rupees\_\_\_\_\_only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ..... (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) Pay to the BeMC an amount not exceeding Rs \_\_\_\_\_ (Rupees.....only) on demand by the BeMC.

2. We .....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the BeMC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs\_\_\_\_\_ (Rupees\_\_\_\_\_only).

3. We, the said Bank, further undertake to pay to the BeMC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We .....further agree that the Guarantee herein contained shall(indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement , and it shall continue to be enforceable till all the dues of the corporation under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Competent authority on behalf of the BeMC, certifies that the terms and condition of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We ..... (indicate the name of the Bank) further agree with the BeMC that the BeMC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BeMC against the said contractor(s), and to forbear or

enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the BeMC or any indulgence by the BeMC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank of contractor(s).

7. We .....(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the BeMC in writing.

8. This Guarantee shall be valid up to .....unless extended on demand by the BeMC Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs ..... (Rupees.....only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the.....day of..... for .....

**(Indicate the name of the Bank)**

**FORMAT FOR BID APPLICATION**

**ON COMPANY LETTER HEAD**

Date:

To,

**The Municipal Commissioner,  
Berhampur Municipal Corporation  
Berhampur-760002.**

**SUB: TENDER FOR ALLOTMENT OF CONTRACT FOR DISPLAY AT AUTHORISED ADVERTISEMENT SPACE UNDER THE JURISDICTION OF BeMC.**

Sir,

1. I/We, the undersigned, have carefully examined the referred tender and offer to participate in the same, in full conformity with the said tender along with all the terms and conditions.
2. I/We understand BeMC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
3. I/We have enclosed towards EMD vide D.D/B.D/P.O No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_ that has been enclosed with this letter.
4. I/We have enclosed towards Tender fee a demand draft/pay order Number \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_ hat has been enclosed with this letter.
5. I/we have enclosed towards security deposit vide Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ for Rs. \_\_\_\_\_ that has been enclosed with this office.

**Signature**

**Designation**

**N.B: BeMC reserves the right to make any change in the document anytime for which the decision of the Commissioner BeMC shall be final and binding on the bidder/licensee. At the time of the tender this document shall be signed by the bidder and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of licensee agreement in the event of the bidder being successful in the process.**

**DECLARATION/UNDERTAKING:**

*I/we have gone through and understood the contents of this tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/we shall abide by. I/We agree to the allotment of contract for display of advertisement at the allotted site is being made on "as is where is "basis and accept all the terms and condition of the tender and shall be bound by the conditions given in the document.*

**Seen and accepted.**

**Signature of the Authorized Signatory (With  
Office Rubber Stamp)**

**Basic Information about Bidder & advertisement space for which the Bid/Proposal has been Submitted**

1.	NAME OF THE ORGANISATION / INDIVIDUAL/APPLICANT	
2.	CORRESPONDENCE ADDRESS	
3.	CONTACT MOBILE NUMBER AND EMAIL ID	
4.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION	
5.	NAME OF THE ADVERTISEMENT SPACE FOR WHICH THE BID HAS BEEN SUBMITTED (PLEASE REFER ANNEXURE "5")	

Certified that the information given above is correct to the best of my knowledge.

**SIGNATURE OF AUTHORIZED SIGNATORY WITH SEAL:**

**DATE:**

**FORMAT FOR AFFIDAVIT**

**(To be executed on a non-judicial stamp paper of Rs.100/- and duly sworn in before Notary Public)**

I, \_\_\_\_\_ s/o \_\_\_\_\_ resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:-

1. That neither I nor any proprietor/partner/director of M/s \_\_\_\_\_ has been directly or indirectly associated in any manner with any other such Company/ Agency/Firm which has any dues payable to BeMC.
2. That I am a registered advertiser.
3. That the applicant firm/company has never been penalized/ blacklisted by the BeMC/ erstwhile Berhampur Municipality in the past.
4. That the applicant firm/company shall abide by the terms and conditions of NIT/Guidelines for registration of advertiser in BeMC framed/approved by the BeMC in this regard of advertisers, from time to time and shall make no representation whatsoever in this regard.
5. That the applicant firm/company shall pay all the taxes/fees and other dues to the BeMC in this respect regularly.
6. That I/we certify that no dues are pending against me/us or any of my/our associated companies / firms / dependant family members related to any advertisement space in BeMC/ erstwhile Berhampur Municipality and in case of any adverse findings at any stage the allotment of advertisement lot shall stand automatically cancelled without any notice.
7. That the said bid is not a Benami bid on behalf of any blacklisted / barred person / firm/ company / associated firms or companies or family members of such persons. If at any stage this comes to the notice of BeMC the tender shall be cancelled and all EMD & Security Deposit shall stand forfeited.
8. That I/we shall abide by all rules, regulations, and instructions, issued by BeMC from time to time.
9. That the email id..... is our valid email ID for all communications to BeMC and all correspondence sent by BeMC to this email ID shall be considered to have been received by us.
10. That once we are selected through the bid process, we shall provide a Current Bank A/c from which all payments shall be made to BeMC be it license fees or any security deposit. That in case of any default in payments we are liable for action under NI Act.
11. That my/our PAN Number is.....



12. That I/we shall furnish a performance guarantee in form of DD/Pay order of the amount that BeMC directs us to submit.
13. That the ID Proof / Photo of the person signing the document is attached with this affidavit and duly attested.
14. That I/we have inspected the said space / location under offer and are ready to take the site on as is where is basis and have acquainted us with all the local conditions and advertisement space conditions at the said site.
15. That I/we shall not hold BeMC responsible for decline in the potential of revenue from the said site due to any reason whatsoever and shall not claim any reduction/remission in payable monthly license fees payable to BeMC under any condition except where the display is suspended for a particular period by BeMC due to any reason / due to force majeure conditions.
16. That I/we understand that BeMC reserves the right to display advertisements either directly by itself or through any authorized agency /advertiser at the space and we shall abide by any direction of BeMC in this regard.
17. That payment of monthly license fees for the said advertisement space does not create any lien on the said space for us. That we have been assigned the place for advertisement purpose only and it does not create any tenancy rights for us. That I/we understand that the land at the said space shall always be the property of BeMC and I/we shall not claim any right / title / interest or any nature of easement in relation to or respect thereof.
18. That we give the free and unhindered right to BeMC to forfeit the bank guarantee in case any declaration given by us in the tender is found to be incorrect or misleading.
19. That I/we understand that in case our contract is cancelled by BeMC at any stage before the scheduled period, BeMC has the right to grant rights to operate the advertisement space to the next qualified bidder for the remaining period of the contract without the need for re-tendering. That the decision of BeMC in this regard shall be final and binding on all participating bidders.
20. That I/We accept that in case there are two or more qualified bidders with the same financial bid, a lucky draw system shall decide which party shall be awarded the contract.
21. That I/we shall put all illuminations / signage/display boards as directed by BeMC at the time of issue of work order. That the same shall be complied within 15 days of commencement of the work at the said space. That a penalty as prescribed by BeMC shall be levied on me/us for non compliance.
22. That we shall pay license fee rates as approved by BeMC from time to time.
23. That I/we shall acquire an insurance policy for the said space and renew the same on annual basis for the period of the contract. That the said insurance policy should specifically cover any liability arising out of fire / damage / any legal matter arising out of display of advertisement. That I/we shall completely indemnify BeMC on any liability arising on this count.

24. That I/we shall comply with directions of Berhampur Police in respect of safety and security of public at large.
25. That I/we understand that in case any damage is done to any Government / private property due to our site, I/we shall get the same repaired at our own cost.
26. That I/we shall handover the possession of the said site for a limited period as desired by BeMC for any purpose at any time.
27. That I/we undertake that in case of surrender of advertisement space/termination of contract of the space, I/we shall be debarred to participate in the future tender process for at least two consequent years.
28. That I/we shall extend full cooperation for any new developmental /repair work by BeMC or any Government agency at the advertisement site of the space.
29. That I/we shall hand over the possession of the advertisement site of the space peacefully to BeMC at the time of completion of the said contract or at the time of termination of the contract by BeMC.
30. That I/we shall intimate BeMC in case the address of the establishment changes within 7 days of such change taking place.
31. That I/we understand that officials of advertisement department of BeMC have the right to inspect the advertisement site of the space at any time and I / we shall extend full cooperation in this regard.
32. That I/we shall manage the advertisement site of the space our self and shall not outsource the work to any third party.
33. That I/we shall abide by the advertisement policy as approved by BeMC from time to time.
34. That in case of cancellation/expiry of contract or surrender of advertisement site of the space before expiry of contract I/we have to continue operations till the alternative arrangement are done and the decision of the competent authority shall be binding upon me/my firm.
35. That I/we shall undertake to fulfill all statutory tax compliances as may be in vogue from time to time.
36. That I also undertake that all the facts and documents submitted by me are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the BeMC will be at liberty to cancel the registration.

**Deponent**

**VERIFICATION:**

Verified on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

**Deponent**

**TERMS & CONDITIONS AND IMPORTANT INSTRUCTIONS FOR ALLOTMENT OF CONTRACT FOR DISPLAY AT  
ADVERTISEMENT SPACE UNDER BeMC**

**1. Period**

The terms & conditions will be applicable in respect of display of advertisement space at the selected sites in the jurisdiction of BeMC area and shall be **valid for a period of 3 (Three) years** from the date of commencement of the contract with an increase in the monthly license fee by 10% in the 2<sup>nd</sup> year and 10% of the 2<sup>nd</sup> year in 3<sup>rd</sup> year. **In order to promote use of non-conventional source of energy, the contractor / advertiser may use solar panel / system for illumination of advertisements. Accordingly, no remission shall be admissible, on this account.**

**2. Incubation period**

The initial period of SEVEN DAYS from the date of allotment of the contract, shall be allowed for installation/repair of structure, installation of solar energy system and necessary clearances from the concerned authorities, if any, which shall not be extendable under any circumstances. The monthly license Fee shall be payable by the advertiser with effect from 8<sup>th</sup> day from the date of allotment.

**3. Participation in tender**

- a) The advertisers who have cleared all the up-to-date outstanding dues, shall be eligible to participate in the tender.
- b) The intending tenderers will be required to submit a copy of these terms & conditions duly signed on each page.
- c) Incomplete, conditional or tenders without requisite Earnest Money, Security Deposit & Tender fee are liable to be rejected summarily.

**4. Description of sites**

Advertisement will be displayed only at the allotted site except advertisement on Bus stops and Traffic Signal Post. The intending tenderer shall inspect the description of the road / site before submitting tenders and may obtain clarification, if any, regarding the location of the area, before offering bid for the same. No objection / grievance / dispute, in this behalf, shall be entertained, subsequent to submission of the tender. No remission in license fee or advertisement tax will be given on the ground that display of advertisement space is objected to by any authority, without any valid reason.

**5. Removal of site in public interest and alternate site.**

During the period of contract, if necessitated for carrying out repairs, maintenance, laying of power lines, widening of road / pavements or for any other purpose, the advertisement space has to be removed in public interest or for any other reason, alternate nearby site may be allotted to the advertiser in lieu of the site, within a reasonable period of time, having approximately same potential, with the approval of competent authority. In this regard, Commissioner or any other officer duly authorized for the purpose may cancel any site or create any additional site and his decision shall be final and binding on the advertiser.

## **6. Allotment**

The levy and recovery of license fee will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to remove the display from the allotted site, if any, after the expiry of the contract period or any unauthorized advertisement is displayed at the allotted site, the new contractor or the BeMC shall have the right to cause such display to be removed for which the previous contractor or the unauthorized displayer, as the case may be, shall have no right to claim any damages. No extension of time for removal of advertisement displayed on the site shall be given after expiry of the contract period, under any circumstances whatsoever and it will be his duty to remove the advertisement so displayed on the site latest by the forenoon of the day following the date on which the contract expires.

## **7. Deposit of License Fee / Advertisement Tax**

The advertising contractor shall deposit license fee through demand draft / bankers cheque by the 10<sup>th</sup> or by the working day preceding to the 10<sup>th</sup> day of every succeeding month. The advertisement tax for four months will be kept as advance in shape of 4 (four) post-dated cheques. Advertisement tax for the whole year as provided in the OMC Act becomes payable in respect of the site even if these have been displayed for less than a year. Similarly advertiser shall be liable to pay advertisement tax on each and every separate display of advertisement. If contract of space is taken by another advertiser, after re-tender, advertisement tax for the whole year becomes payable by the contractor/advertiser. If any advertisement on the advertisement space is found to be displayed without payment of advertisement tax, the same shall be liable to be removed by the BeMC at the risk and cost of the advertiser. All correspondence and payments should be made in the Office of Commissioner, BeMC, Berhampur against proper receipt.

## **8. Non-payment of License Fee**

If the payment is not made in the manner stipulated in clause No.7 above, the late fee/interest at the flat rate equal to 2% on the unpaid amount is liable to be paid by the advertiser, even if the delay is for a part of the month. In case the payments on account of the due license fee/ground rent and advertisement tax along with late fee/interest as stipulated above are not paid by the end of the said due month, the contract is liable to be terminated with effect from the 1<sup>st</sup> day of the next month, where the security shall be forfeited and the Commissioner, BeMC or any other officer authorized by him, may get the display removed and the advertiser shall not be entitled to any rebate or compensation in this regard. The authorities will have the sole discretion to allot the advertisement space / contract to any other advertiser. However, the Commissioner, BeMC or any other officer authorized by him in this behalf may on consideration of a representation made by the allottee in the instant case can restore the advertisement Unipole / structures to the contractor, on payment of the composition fees as may be decided by the Commissioner or any other officer authorized by him, provided that the request for the restoration is made within 10 days of the rescinding of contract. The decision of the Commissioner or any other officer authorized by him in this behalf to restore or not to restore the contract and to release or not to release any advertisement Unipole / structures removed by the department after rescinding/termination of the contract and to charge in the form of composition fee/removal charges/storage charges such amount as may be prescribed for the purpose, shall be final. Any dues in this regard will be recoverable as arrears of tax under the provision of the Act.

## **9. Responsibility of advertisement space**

The BeMC shall not be responsible for damage or theft of the frames, structures fixed at the site by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc by

any person/political party on the advertisement space. It shall be primary responsibility of the allottee to safeguard and protect their site.

**10. Non Transfer of advertisement rights**

The advertiser in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the Commissioner, BeMC or any other officer authorized by him in this behalf in writing.

**11. Display of advertisement only at allotted site**

The advertisement shall be displayed only at the allotted sites except Bus shelter and Traffic Signal Posts and position as may be determined by the Commissioner, BeMC or any other officer authorized by him. If the bidder wishes to display advertisement over and above the total square feet mentioned in Annexure-5, the advertiser may be allowed to do so on prior permission of BeMC and has to pay advertisement tax separately on the excess area as per the quoted price per square feet.

**12.** The advertiser shall be given first priority on proper application for display of advertisement on any new avenue of advertisement which may come up in future. However, the advertiser has to pay advertisement tax separately on this advertisement area as per the quoted price per square feet.

**13.** The BeMC will not permit any other outsider for fixation of any advertisement on Govt./ BeMC land except the sponsoring agencies who were already given permission for advertisement purpose and except the Central Govt./ State Govt./ Corporation/undertakings of Govt. for any welfare/ Govt. programme.

**14.** The BeMC will have exclusive right for recovery of licence fee from any advertisement over any private land/building/shops/ establishment and structure. The advertiser shall have exclusive right for the purpose of advertisement over Govt. land /BeMC land( road side )/KIOSK and collection of Advertisement charges from different assesses for advertiment in Road crossing gate putting up of Cloth/ Flex Banner, advertisement on vehicles (i.e. Mobile hoarding).

**15. Design of display**

Each Unipole/ structure shall be of standard size of 20 feet X 10 feet (horizontally). The specific parameters with respect to height and minimum ground clearance of the display should in no way inconvenience to the general public. The advertisement shall also be strictly in accordance with the specific provisions as laid down in the OMC Act & Rules, 2003 and BeMC regulation of Tax on advertisement, 2012 (as amended up-to-date). It should not obstruct the vehicular traffic.

**17. Maintenance of site**

The advertisement site shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all time, be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner or his authorized officer. **The advertiser to keep the site clean & good-looking and may make means of beautification/environmental friendly provisions at the advertisement displayed/erected site area/surface or at other area within the BeMC limit.**

**18. Electricity Connection for Illuminated display**

The advertiser shall obtain electricity connection for illuminated display at the allotted site in his own name or install solar energy system, for which BeMC shall provide him necessary No Objection Certificate, on his specific request. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.

**19. Responsibility of the Advertiser**

The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard the BeMC in respect of any such claim or claims. The advertiser shall display the advertisement space at the selected sites in a proper manner taking all precautions against electrocution and Corporation shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement space.

**20. Statement of Account of advertisements displayed.**

The advertiser shall maintain proper record of the advertisements displayed by him in respect of each Unipole / structure and produce the same on demand before the Commissioner or any other officer authorized by him in this behalf. The advertiser shall also submit true monthly statement showing the number of Unipole / structure displayed during the preceding month, at the time of payment of license fee/ground rent and advertisement tax. The rate of collection should be genuine and comparative.

**21. Matter of Advertisement**

The advertiser shall ensure that the advertisement displayed is not indecent/ obscene or otherwise offensive to good taste or against public sentiments or in contravention of the rules and regulations of BeMC, as amended from time to time. The decision of the Commissioner or any other officer authorized by him in this respect shall be final.

**22. Mandatory display of certain information on the pole.**

The advertiser shall display the following information on a board of size 2 feet by 1.5 feet on front side of the pole:

- BeMC Logo
- Code number
- Name of the advertiser

BeMC reserves the right to add or delete the contents on the information panel during the currency of the agreement and it shall be binding on the advertiser to follow that. In case any site is found without an information board it shall be treated as an unauthorized site and penal action including removal of the site shall be taken.

**23. Shifting and removal**

The Commissioner or any other officer authorized by him shall have the right to have the advertisement space shifted or removed without assigning any reason for which no rebate shall be claimed.

24. The successful bidder shall invest the amount for infrastructure for the purpose of advertising and it shall be removed by them after completion / termination of the contract period.

25. **Loss to BeMC.** The advertiser shall be bound to indemnify and reimburse the Corporation for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.

**26. Reservation of Advertising space**

One percent of advertising space in each space shall be reserved for advertising social message, awareness campaigns etc at the discretion of BeMC. The advertiser may display advertisement when no authorized display from BeMC is available.

27. The highest bidder shall have exclusive right on hoardings, kiosks and bulletins, on Govt. land and collection of Advertisement charges from different assesses for advertisement in Road crossing gate putting up of Cloth/ Flex Banner, advertisement on vehicles (i.e. Mobile hoarding) mentioned in Annexure-5 only.

**28. Dispute Redressal**

In case of any dispute on the clauses of agreement to be executed with the highest bidder, the matter shall be referred to the Commissioner-cum-Secretary, Housing & Urban Development, Government of Odisha whose decision shall be final, binding and conclusive on both the parties.

**29. Breach of conditions**

In case of breach of any condition, as referred to above, or in the case of contravention of any of the provisions contained in the OMC Act or the Bye-laws framed there under or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled and/or revoked. The Commissioner or any other officer authorized by him shall cause the advertisement site of the space to be removed without any compensation whatsoever, beside forfeiting the security deposits and recovering the loss caused to BeMC. The advertisement space may be allotted to any other advertiser at the risk and cost of the defaulting advertiser, who may also be black listed.

***DECLARATION:*** I/We declare that I/We have read and understood the above terms and conditions for the allotment of display rights relating to advertisement space in the areas of allotted Space of BeMC and in token of acceptance of the same, have initialed each page. I/We undertake to abide by the said terms and conditions. I/We are major on the date of making this declaration. I/We further undertake that I/we are bound to clear the outstanding dues, if any, during the contract period.

**Signature of the Advertiser and Seal**

**Details of Advertisement space/scope put to Tender**

TYPE OF MEDIA: UNIPOLE / STRUCTURES/ FRAME ETC.

DESCRIPTION	SPACE	
	Nos.	Total Sft.
Hoardings/ Bulletin	282	56400
KIOSK	409	1636
Other types of Advertisement	Road crossing Gate / Putting of cloth/flex banner/ advertisement in vehicle (mobile hoarding)	
Upset Price Monthly Reserve Price	<b>Rs. 5,65,345/-</b>	
Annual Licence Fees	<b>Rs. 67,84,146/-</b>	



<b>Identified Space for Advertisement</b>					
<b>Sl. No.</b>	<b>Location</b>	<b>No. of Hoarding/Bulletin</b>	<b>Total Sqft of Hoarding/Bulletin</b>	<b>No. of Kisok</b>	<b>Total Sqft of Kisok</b>
1	Sukunda Matha to Haridakhandi By Pass Road	3	600	53	212
2	Kathamentu Jn to BeMC Octri Gate, 1 <sup>st</sup> Gate Jn to Duduma Colony Digaphandi Road	7	1400		
3	Aina Bandha Street Jn, Old Berhampur JN	2	400		
4	Mango Market to Lingraj Hall, In front of City High School Ground, Sub-Register Office, Rukmani Hall to BeMC Colony, Southe Jn side to Ram Lingam Road Near Rukumani Hall, East Side to Dharma Nagar Main Road	13	2600		
5	Hanuman Temple to Mango Market Andhapasara Road, Mango market Jn to Radha kanta Street Jn	16	3200		
6	In front of Thakurani Temple	2	400		
7	Opposite Near Sai Complex, Rukmani Hall Southern saide Ramalingam Rd, Side of Gandhi Nagar Down Road	5	1000		
8	Congress office Jn to Bijipur Tank Road, Congress office Jn to Danda kali temple, Bijipur Jn, Infront of Hotel Moti Cannal Street, Bijipur Tank near sulbha Sachalya	12	2400		
9	Gosaninuagaon Main Road K.C. High School ground	3	600		
10	Anadha Pasara Road to Hanuman Temple, Hanuman Temple to Godia Bandha, Patitapabana Nagar to Bana Market, Agula Bandha Huda Gosainuagaon Main Road	11	2200		
11	Good Shead Rd Jn. to N.H. 5, Good Shed Rd Near FCI Godawn, Near Rly Gate No. 4, Sunvilla Lay out near N.H. 5	11	2200		
12	Herambaly College Rd to Hilipatana, Near Neheru Park Hillipatna, Station Rd to Santosi Maa Temple, Station Rd Near Disha college, Circuit House	11	2200		
13	Dhoba bandha Huda near Park, Dhoba bandha Near Octrail Gate Aska Road	4	800	164	656
14	Near Dhanmera Street Aska Road	3	600		
15	Opposite site of Radio Station, Padma Nagar to Pratap Nagar Luchapada Road, Near fish market & Tracker Stand Gate Bazar	11	2200		
16	Aga Street Jn	2	400		
17	Old Bus Stand to Tracker Stand, Upper Road Khalasi Street, Biju Patnaik Park (Opposite Site ), In front of Gajapati Plaza (Corporation Road), Entrance of Park Street	14	2800		

18	Millitry Line High School to Aska Road, Aska Road to Milletry Line Jn	5	1000		
19	Kapileswar Peta Badha Side	3	600		
20	Suba Rao Jn to S.B.I. Main Branch, Panitank to St-Convent School Jn, City Hospital Jn Road , Old mango Market Road, Old Bus Stand, Gandhi Nagar Upper Road, Gandhi Statue Jn, Entrance at Gandhi Nagar 1 <sup>st</sup> Lane	25	5000		
21	Gollapalli Bandha Huda, Opposite of Payal hall, Raghunath Temple Street Jn (City Hospital Rd), City Hospital Back Side(North Side)	10	2000		
22	Radio Station Road	3	600		
23	Gokeneswar Temple to Radio Station By Pass, Entrance of Baikuntha Nagar	11	2200		
24	New Bus Stand Road to Ananda Sarani	6	1200	192	768
25	Ananta Nagar main road near Rly Gate, R.C. Dash lane and lable crossing, Tata Banz Jn to Suba Rao Jn	10	2000		
26	Komapalli Jn to Gouilundi Jn, In front of P.N.T. Colony N. H. 59	4	800		
27	New Bus stand Rd in front of medical ground , Bhaba Nagar Jn to Courtpeta Jn	5	1000		
28	Gajapati Nagar 4 <sup>th</sup> lane , Salas Tax Office side road	3	600		
29	Komapalli fish market, Ajodhya Nagar Jn , Madarazpur Vending Space, Baidyanatha Nagar Entrance	10	2000		
30	Lanjipalli Main Road near Jail Bandha, Roland Junior College Road, Subash Nagar Jn, Lanjipalli Jn near Over Bridge , N.H. 5 to High School and Siva Temple	10	2000		
31	Industrial Jn Ankuli, D.I.G Office Jn and Ankuli Jn N.H. 5, Hara priya gas N.H. 5	11	2200		
32	N.H. 5 to Aruapalli Road, Ankuli village Jn., N.H. 5 to Ankuli near Siva Temple	7	1400		
33	Engineer School Jn near Revenue I.B Allakapur Jn, Khodasingi Bandha , Huda L.I.C Office Khodasing East side	9	1800		
34	Jaganathpur Jn N.H. 5 side, Dandakali Temple Ambapua, Basudevapur Jn, Bima Nagar Jn. , Nirajana Nagar Jn. ,Bancha Nidhi Nagar JnAmapua Village Jn. ,Gopalpur Jn to N.H. 5 Sarada Balli Jn. ,N.H. 5 to Pukudi Bandha JnEntrance of Income Tax office, Opposite side of Roland College	20	4000		
	<b>TOTAL</b>	<b>282</b>	<b>56400</b>	<b>409</b>	<b>1636</b>
	<b>Sub Total Upset Price towards allotment of spaces</b>			<b>Rs. 65,11,636/-</b>	
<b>35</b>	<b>Upset Price for advertisement in Road crossing Gate / Putting of cloth/flex banner/ Advertisement in Vehicle(mobile hoarding)</b>			<b>Rs. 2,72,510/-</b>	
	<b>Total Annual License Fees (Upset Price)</b>			<b>Rs. 67,84,146/-</b>	

**FORMAT FOR FINANCIAL BID**

ON COMPANY LETTER HEAD

To  
**The Municipal Commissioner**  
**Berhampur Municipal Corporation**  
**Berhampur**

**Sub : Financial Bid – Tender for allotment of Authorised Advertisement space under the jurisdiction of BeMC.**

Dear Sir,

With reference to the Invitation to Bid No. \_\_\_\_\_ Dated \_\_\_\_\_ for the above mentioned tender, we hereby offer our rates as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under:

Description	Upset Price (Monthly Reserve Price)	Monthly License Fee Quoted ( In Figures)	Monthly License Fee Quoted ( In Words)
Allotment of Authorised Advertisement space and other types of advertisement under the jurisdiction of BeMC as per <b>Annexure-5</b>	<b>Rs. 5,65,345/-</b>		

The entire project has to be implemented on turnkey basis and the administrative, operational costs would be provided by us and hence have been factored in the Financial Bid. We have satisfied ourselves and carefully perused the terms and conditions of the bid documents/ specifications and we hereby confirm to provide turnkey services on BeMC's behalf. We also understand that BeMC shall not accept those Bids, which are not in conformity to the prescribed terms and conditions.

Thanking you.

Signature of Authorised Signatory with Seal

Date :

**INFORMATION REGARDING LITIGATION(S),**  
**(Information to be furnished by the Bidder only)**  
**(Strike out from 'Yes' / 'No' whichever is not applicable)**

- 1) Whether the Bidder is/are involved in any litigation (s) relating to Similar Govt. Contract Work in India : **Yes / No**
- 2) If **Yes**, please furnish the details :
- 3) Whether the Bidder or any of its Constituent Partner(s) (in case of Firm / Company / Joint Venture) has/have been debarred/expelled by any Govt. Authority/Office in India since last three years (12-13, 13-14, 14-15) : **Yes / No**
- 4) If **Yes**, please furnish the details :
- 5) Whether the Bidder or any of its Constituent Partner(s) (in case of Firm / Company / Joint Venture) failed to perform according to the Terms & conditions of the Work/ Contract(s) and whether any Contract(s) awarded in favour of the Bidder in India was/were Rescinded with penalty during the last three years (12-13,13-14, 14-15) : **Yes / No**
- 6) If **Yes**, please furnish the details :
- 7) Whether any Criminal Case(s) Has/have been instituted and/or in progress in India by any Govt. Office / Authority against the Bidder since last three years(12-13 to 14-15) due to Non-fulfillment of the obligations in respect of similar Work(s) Contract : **Yes / No**

8) If **Yes**, please furnish the details  
and present status of such case(s) :

I undertake that, If any information or any declaration furnished in this document is found to be incorrect or concealed then, I will be liable for penalty and/or punishment as per Rules and as deemed proper by Berhampur Municipal Corporation.

(Signature of the Bidder)

(Full Name of the Bidder)  
(Authorised Signatory with Designation &  
Office Seal in case of Firm/Company/Joint Venture)