



BERHAMPUR MUNICIPAL CORPORATION, BERHAMPUR

No. 20031

Date: 18.10.17

TENDER CALL NOTICE

FOR

ALLOTMENT OF SPACE FOR ADVERTISEMENT IN DIGITAL DOOR NUMBERING (DDN) BOARD ON YEARLY LICENSE FEE BASIS

Berhampur Municipal Corporation (BeMC) invites Technical and Financial Bid in Two Bid System from Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company or an entity registered under any Indian law in force for **allotment of space for advertisement in Digital Door Numbering (DDN) board on yearly license fee basis** as per the 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 respect of their activity/ business..

Financial Eligibility Criteria: Minimum Average Annual Turnover of INR 10.00 Lakhs during last three financial years as on the date of filing of bidding application.

The availability of tender document in **www.berhampur.gov.in** from **18.10.2017** at 10.30 A.M onwards till **03.11.2017** at 5.00 PM. The Technical Bid and Financial Bid should reach BeMC office on or before **06.11.2017** by 5.00 P.M **through Regd. Post/ Speed Post only**. The technical bid shall be opened on **07.11.2017** at 11.30 A.M. The cost of tender document is INR Rs.6,720/-including 12% GST. **TO CLARIFY THE QUERIES OF THE BIDDERS ON THE ASSIGNMENT AND THE TENDER DOCUMENT, A PRE- BID MEETING SHALL BE HELD ON Dt. 27.10.2017 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/17.10.17
Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 20032

Dt. 18.10.17

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

Sd/17.10.17
Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 20033

Dt. 18.10.17

Copy to Sub-Collector, Berhampur/ Tehasildar, 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/17.10.2017

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 20033

Dt. 18.10.17

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/17.10.2017

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 20034

Dt. 18.10.17

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/17.10.2017

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 20035

Dt. 18.10.17

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

Sd/17.10.2017

Municipal Commissioner
Berhampur Municipal Corporation

Memo No. 20036

Dt. 18.10.17

Copy to the Advertising Manager, The Sarbasadharana and The Yugabda. They are requested to publish the Tender notice on their respective daily news paper for once by using minimum space as per I&PR rate and submit the bill in duplicate for payment.

Sd/17.10.2017

Municipal Commissioner
Berhampur Municipal Corporation



**BERHAMPUR MUNICIPAL CORPORATION,
BERHAMPUR**

Tender Ref. No: 20031

Date: 18.10.2017

TENDER NOTICE

**TERMS & CONDITIONS OF TENDER & LICENSE AGREEMENT
FOR ALLOTMENT OF SPACE FOR ADVERTISEMENT IN DIGITAL
DOOR NUMBERING (DDN) BOARD ON YEARLY LICENSE FEE
BASIS**

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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 or an entity registered under any Indian law in force for temporary and conditional allotment of space for advertisement in Digital Door Numbering (DDN) board on yearly license fee basis as per terms & conditions of this tender.

2. BIDDING SCHEDULE

Publication of Advertisement and Sale of Tender documents	From 18.10.17 at 10:30 AM to 03.11.17 by 5:00 PM
Pre-Bid Meeting	27.10.2017 at 11:30 AM in Corporation Meeting Hall
Last Date of receipt of Technical and Financial Bid through Regd. Post/ Speed post only.	06.11.2017 upto 5:00 PM
Date of opening of Technical Bid	07.11.2017 at 11:30 AM
Last Date & Time of Seeking and Furnishing Clarification (if any)	27.10.2017 upto 5:00 PM
Date of opening of Financial Bid	To be intimated to the respective successful bidder.

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 or an entity registered under any Indian law in force capable of entering into license agreement, shall be eligible to participate in the tender for temporary allotment of advertisement space as per terms & conditions of this tender.
- iii. The selected bidder(s) 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 , for which the requisite Fee of Rs. 6720/- including 12% GST shall be deposited by way of demand draft/pay order payable at Berhampur drawn in favour of 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. 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 of Rs. 1 lakh (One lakh) as **Earnest Money Deposit (EMD)**, with tender form. Tenders submitted without the earnest money will be rejected summarily.
- ii. Format for **Bank Guarantee** is provided at **ANNEXURE-1 for SD**.
- 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,
- v. The bidder should submit Security Deposit for an amount of Rs. 1 lakh 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, subject to renewal by the Bidder.

(D) 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 license, if available).
- ii. An undertaking by way of affidavit (on Rs 100/- STAMP PAPER) duly notarized to the effect as per **ANNEXURE-3**.
- iii. 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.)
- iv. A copy of his/their PAN Card(s);
- v. Two recent passport size photographs of the Individual /Partnership Firm/ Public Limited Company/ Pvt. Limited Company as applicable.
- vi. Account Payee Demand Draft or Banker's Cheque for an amount of Rs. 1 lakh (one lakh) as Earnest Money Deposit (EMD) from any Nationalized Bank.
- vii. **Security deposit** of Rs. 1 lakh (one lakh) in shape of Bank Guarantee from any of the nationalized bank/ schedule commercial bank.
- viii. Tender document fee of Rs. 6720/- (Rupees Six thousand Seven hundred Twenty) only by way of demand draft/pay order payable at Berhampur drawn in favour of Commissioner, BeMC, Berhampur.

- ix. The bidder should submit GST registration certificate along with Service Tax Return (ST-3) or VAT registration as applicable in the last three Financial Year (as on date as applicable).
- x. 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 having a minimum average annual turnover of Rs.10 lakhs (Rupees Ten Lakhs). 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.
- xi. 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.

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 space for advertisement in Digital Door Numbering (DDN) board on yearly license fee basis"**
- xii. Any tender not accompanied with any of the above mentioned documents/ information/ certificates, is liable to be rejected.
- xiii. Any advertiser, who has been blacklisted shall not be eligible to apply against this tender and if they submit the tender then it shall be rejected summarily.
- xiv. The bidder should furnish the No Litigation Certificate as annexed in **Annexure-6**.

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

- i. Financial Quote for the advertisement through prescribed format specified at **ANNEXURE-5**.
- 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 space for advertisement in Digital Door Numbering (DDN) board on yearly license fee basis".**

(F) Roles and responsibilities of the BeMC and the Successful Bidder (Advertiser)

- i) **Authorization Certificate:** BeMC shall issue an authority letter to the advertiser authorizing him/ them to operate the advertisement in the DDN Board on behalf of BeMC. The bidder(s) should submit the details of the advertisement made to the BeMC on regular basis.
- ii) **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.

- iii) As the Doors are to be numbered uniformly all over the city with a limited time and in order to cover all the quantity of DDN boards prescribed, in addition to the H1 bidder, the other bidders found to be H2, H3 etc. may also be considered on the H1 rate, if it requires.
- iv) The DDN Board advertisement spaces shall be allotted proportionately in terms of the category commercial, residential, residential units in commercial / main road area etc. or in any manner deemed proper subject to condition that it shall be in transparent manner and BeMC would no way would lose.

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 quality & size of the DDN Board, the advertisement space which will be given to them and may obtain clarification, if any, regarding the same to his full satisfaction before offering the bid for the same.
- 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 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 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 field operations.

Penal Action

- A. The Advertiser shall have to abide by all the relevant provisions of the OMC Act, Bye-laws framed there under, Advt. policies, 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 and advertisement policies guideline 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 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. **Blacklisting and cancellation of registration:** The Advertiser, if found involved in any kind of malpractices/violations 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.

PREMATURE CLOSURE OF CONTRACT

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, tender documents as mentioned at 3(D) 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 "**ALLOTMENT OF SPACE FOR ADVERTISEMENT IN DIGITAL DOOR NUMBERING (DDN) BOARD ON YEARLY LICENSE FEE BASIS 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 super scribed appropriately, technical bid and financial bid as applicable. The two envelopes shall be then placed in one envelop which shall be

super scribed **“TENDER FOR ALLOTMENT OF SPACE FOR ADVERTISEMENT IN DIGITAL DOOR NUMBERING (DDN) BOARD ON YEARLY LICENSE FEE BASIS UNDER THE JURISDICTION OF BeMC.**

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.

5. SCOPE AND EVALUATION

A. Acceptance of tender / bid/proposal:-

- (a) The selected bidder(S) is/are 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 License fee less than the minimum Reserve License fee 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 or the Authority reserves the right to give both the bidders equally. 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. In order to cover all doors, the clauses under Para 3(F) of this NIB will be applicable for the evaluation and selection.

- (f) The quantity quoted by the bidder can be negotiated by reducing or increasing depending on the requirements in order to facilitate all citizen stakeholders uniformly.

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:

2nd year - 10% increase on the amount of 1st year

3rd 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).

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. 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 1st 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.

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. 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 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 DDN advertisement space for safeguard of municipal revenue.
- (b) In the case of surrender, 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 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, shall not be eligible to participate in the tender process of the same 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 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 till the period BeMC requires and to handover possession of the advertisement 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 DDN advertisement 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 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 statutory dues i.e. 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 _____ (Rupeesonly) on demand by the BeMC.

2. Wedo 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. Wefurther 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 tounless 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 theday of for

(Indicate the name of the Bank)

FORMAT FOR BID APPLICATION

ON COMPANY LETTER HEAD

Date:

To,

The Commissioner,

Berhampur Municipal Corporation

Berhampur-760002.

**SUB: TENDER FOR ALLOTMENT OF DIGITAL DOOR NUMBERING (DDN) BOARD FOR ADVERTISEMENT
ON YEARLY LICENSE FEE BASIS 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 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	

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 Executive Magistrate / 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 bonafide entity.
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 and the manner of advertisement shall be made as per prescribed provisions/rules / guidelines.
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 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.
15. That I/we understand that BeMC reserves the right to display advertisements either directly by itself or through any authorized agency /advertiser and we shall abide by any direction of BeMC in this regard.
16. 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.
17. 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 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 or BeMC may give to more than one bidder at same price.
21. That we shall pay license fee rates as approved by BeMC from time to time.
22. That I/we undertake that in case of surrender of DDN advertisement/termination of contract , I/we shall be debarred to participate in the future tender process for at least two consequent years.
23. That I/we shall intimate BeMC in case the address of the establishment changes within 7 days of such change taking place.
24. That I/we understand that officials of advertisement department of BeMC have the right to inspect at any time and I / we shall extend full cooperation in this regard.
25. That I/we shall abide by the advertisement policy as approved by BeMC from time to time.
26. That in case of cancellation/expiry of contract or surrender of DDN advertisement 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.
27. That I/we shall undertake to fulfill all statutory tax compliances as may be in vogue from time to time.

28. 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**1. Period**

The terms & conditions will be applicable in respect of display of DDN advertisement Board 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 2nd year and 10% of the 2nd year in 3rd year.

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

DDN Advertisement will be displayed at every households situated in residential areas, Main Roads, at Commercial areas and every commercial establishments of BeMC. The intending tenderer shall inspect before submitting tenders and may obtain clarification, if any.. 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 DDN advertisement space is objected to by any authority, without any valid reason.

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.

7. Deposit of License Fee

The advertising contractor shall deposit license fee through demand draft / bankers cheque for the space in DDN Board before affixture of the board as per the schedule to be finalized. The amount to be quoted as per this NIB should be excluding of GST. The amount shall be so deposited by the successful Bidders(s) with GST as applicable.

8. Responsibility of advertisement space

The BeMC shall not be responsible for damage or theft of the DDN Board fixed at the household by the advertiser. It shall be primary responsibility of the allottee to safeguard and protect their site.

9. The BeMC will not permit any other outsider for fixation of any DDN advertisement in the places already allotted to the bidder(s), subject to the conditions as applicable.

10. Design of display

The DDN Board sizes vary in three different sizes i.e. 9"x6", 12"x18" and 14"x21" and Advertisement space will be 1.5"x8.5", 3x16.5" and 3.5"x19 respectively.

11. 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.

12. 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.

13. 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 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 in the areas of allotted DDN Board 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: Foam Boards.**

DESCRIPTION	Tentative Nos. of Doors	Qty (in Nos.)	UPSET Price (in Rs.)
DDN Board of size 9"x6" (For Household)	80000	1	35.00
DDN Board of size 14"x21" (For Commercial Building and other residential building situated in commercial area & main roads)	40000	1	60.00
DDN Board of size 12"x18" (For Residential Apartment)	200	1	50.00

ANNEXURE-5
FORMAT FOR FINANCIAL BID

ON COMPANY LETTER HEAD

To
The Commissioner
Berhampur Municipal Corporation
Berhampur

Sub : Financial Bid – Tender for ALLOTMENT OF DIGITAL DOOR NUMBERING (DDN) BOARD FOR ADVERTISEMENT
ON YEARLY LICENSE FEE BASIS 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 (Yearly Reserve Price)	Quantity (Quoted)	Yearly License Fee Quoted (In Figures)	Yearly License Fee Quoted (In Words)
Allotment of Authorised Advertisement DDN Board of size 9"x6" per one Board	Rs. 35/-			
Allotment of Authorised Advertisement DDN Board of size 12"x8" per one Board	Rs. 50/-			
Allotment of Authorised Advertisement DDN Board of size 14"x21" per one Board	Rs. 60/-			

(The Price is excluding of GST)

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 (13-14, 14-15, 15-16) : **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 (13-14, 14-15, 15-16) : **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(13-14, 14-15, 15-16) 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)
(Authorized Signatory with Designation &
Office Seal in case of Firm/Company/Joint Venture)