

# **MEDININAGAR MUNICIPAL CORPORATION**

REQUEST FOR PROPOSAL FOR THE ALLOTMENT OF ADVERTISING  
RIGHTS ON STREET LIGHT POLES UNDER MEDININAGAR  
MUNICIPAL CORPORATION FOR A PERIOD OF 5 YEARS

## **REQUEST FOR PROPOSAL**

**NIT NO.: UDD/MMC/07/2018-19**  
**Date : 22.06.2018**

PRE-BID MEETING : 17-07-2018 at 11:00 Hrs.

SUBMISSION OF OFFER DOCUMENT : 21-07-2018 at 15:00 Hrs.

OPENING OFFERS : 30/07/2018 at 11:00 Hrs.

**TO BE SUBMITTED TO**  
MEDININAGAR MUNICIPAL CORPORATION

# **MEDININAGAR MUNICIPAL CORPORATION**

## **DISCLAIMER**

1. Though adequate care has been taken while issuing this Offer Document, the Applicant Firm should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of issue of the Offer Document, then this office shall consider that the document received by the Applicant Firm is complete in all respects and that the Applicant Firm is satisfied that the Offer Document is complete in all respect.
2. Medininagar Municipality reserves the right to change any or all of the provisions of this Offer Document before date of submission. Such changes would be intimated to all parties procuring this Offer Document before date of submission.
3. Medininagar Municipality reserves the right to reject any or the entire offer without assigning any reasons whatsoever. No correspondence will be entertained on this account.

**Sd/-**  
Executive Officer,  
Municipal Corporation  
Medininagar

**TENDER NOTICE**  
**MEDININAGAR MUNICIPAL CORPORATION**

NIT NO. UDD/MMC/07/2018-19

Date : 22.06.2018

**National Competitive Bidding**

1.	Name of Work	Request for proposal for the allotment of advertising rights on street light poles under Medininagar Municipal Corporation for a period of 5 Years.
2.	Mode of submission of bids	Open Tender
3.	Tender Fee & Earnest Money Deposit (EMD (In INR)	Cost of Tender Document : 10,000.00 (Rupees Ten Thousands only) EarnestMoneyDeposit(EMD):2,00,000.00 (Rupees Two Lakhs only)
4.	Last date of submission of pre-bid queries	17.07.2018 at 15:00 Hrs.
5.	Date of Pre Bid Meeting	21/07/2018 at 11:00 Hrs.
6.	Date of Start of Submission of Bids	22/07/2018 at 11:00 Hrs.
7.	Date of Bid Opening	30/07/2018 at 11:00 Hrs.
8.	Submission address	Executive Officer, Municipal Corporation Medininagar
9.	Helpline No.	+919431138024, + 916562231148, Email- municipalcouncil.medininagar@gmail.com

**Note : Details of tender also be seen in website <http://www.udhd.gov.in>**

Executive Officer,  
Medininagar Municipal Corporation

# MEDININAGAR MUNICIPAL CORPORATION

NIT NO.

Date : 30-06-2018

## REQUEST FOR PROPOSAL FOR THE ALLOTMENT OF ADVERTISING RIGHTS ON STREET LIGHT POLES UNDER MEDININAGAR MUNICIPAL CORPORATION FOR A PERIOD OF 5 YEARS

1. The State of Jharkhand has 45 Urban Local Bodies at present. There is a need for planned and systematic development of such urban areas to provide basic civic amenities to the local populace with a provision for tracking such issues. Such urban areas require efficient transport management system, 24x7 water supply system, effective solid waste management technology, fault free drainage and sewerage system, better civic amenities for urban poor, pro-active slum control and development strategy, energy efficient street lighting systems etc. with a focus on pollution abatement, better environment management and providing the citizens of the state a better place to live in.
2. In light of the above, Urban Development and Housing Department, GOJ has signed MoU with Energy Efficiency Services Limited (EESL) on 31<sup>st</sup> August 2016 for Energy Efficient Street Lighting Programme for the State of Jharkhand to replace the existing conventional street lights by Energy efficient LED street lights.  
  
EESL is to facilitate the supply, installation, commissioning, service and maintenance of LED Street Lights including their post installation maintenance and warranty replacement during the project period lasting 7 (seven) years. The concerned ULB is expected to make annuity payments to EESL out of the energy charges saved due to replacement of conventional street lights by the energy efficient LED street lights.
3. Medininagar Municipal Corporation has a firm belief that installation of LED street lights in the city would not only provide better living place to the urban populace but would also ensure planned, systematic and sustained growth of the urban sector. This would also ensure generation of employment opportunities-directly or indirectly and also would contribute in accelerated economic development. This would also have cascading effect in development of other sectors.
4. In light section-172/173 of Jharkhand Municipal Act, 2011, keeping in mind the above arrangement and to augment the ULB revenue mobilisation, it has been decided to utilize the LED arrangement and to augment the ULB revenue mobilisation, it has been decided to utilize the LED installed street lights poles in the ULB area for advertising purpose on outsourcing basis through open and transparent bidding systems.
5. According sealed proposals/offers are invited from experienced and well qualified bidders to allot Advertising Right on Street Light Poles under Medininagar Municipal Corporation.

6. Details with respect to submission of such proposal can be obtained from Medininagar Municipal Corporation on any working day upon payment of Rs. 10,000.00 (Ten Thousand only) in the shape of Demand Draft in favour of Executive Officer, Medininagar Municipal Corporation, payable at Medininagar .
7. The last date for submission of offers is 30/07/2018 upto 15:00 Hrs.
8. All communications including the submission of offer Document should be addressed to Executive Officer, Medininagar Municipal Corporation,
9. The Envelop No.01 of this tender shall be opened on 30/07/2018 at 11:00 Hrs. in the office of Executive Officer, Medininagar Municipal Corporation before the duly constituted committee. The Bidder or his duly authorized representative may be present during opening of the technical bid.
10. Medininagar Municipal Corporation reserves the right to accept or reject in part or as a whole any of the proposal received without assigning any reason thereof.
11. Tender Fee, EMD and Total Time Period of Work is defined in Table 1.1.

Sl. No.	Name of the Work	Earnest Money Deposit (EMD)	Cost of Tender Document (Tender Fee)	Period of Contract
1	2	3	4	5
1.	Request for proposal for the allotment of advertising rights on street light poles under Medininagar Municipal Corporation for a period of 5 Years.	Rs. 2,00,000.00 in the form of BG/Fixed Deposit Receipt in Favour of Executive Officer, Medininagar Municipal Corporation payable at Medininagar	Rs. 10,000.00 in form of demand draft in favor of Executive Officer, Medininagar Municipal Corporation	5 Years

12. Period of availability of tender date & time/pre-bid meeting/date of submission/opening of tender paper are as given in Table 1.2.

Sl. No.	Name of ULB	Place of opening	Availability of tender document		Pre- Bid Conference	Date & Time of Bid Opening
01.	Medininagar Municipal Corporation	Executive Officer, Medininagar Municipal Corporation	21/07/2018 at 11:00 Hrs.	22/07/2018 at 15:00 Hrs.	27/07/2018 at 11:00 Hrs.	30/07/2018 at 11:00 Hrs.

13. Tender Fee (none-refundable) as mentioned in column 4 (as shown in table 1.1 above), will be in form of Demand Draft drawn on a Nationalized/Scheduled Bank in favour of Executive Officer, Medininagar Municipal Corporation, payable at Medininagar .
14. The Bidder shall furnish Earnest Money Deposit (EMD) for the amount as mentioned in column 3 (as shown in table – 1.1). EMD shall be in form of Bank Guarantee/FDR drawn on a Nationalized/Scheduled Bank in favor of Medininagar Municipal Corporation payable at Medininagar .
15. Tender Fee and Earnest Money Deposit (EMD) envelop No. 01 should contain the NIT No. and offer notice no. and be addressed to the Medininagar Municipal Corporation with detail of bidder's addresses as well.
16. Tender Fee and Earnest Money Deposit (EMD) in original shall be submitted in the office of Executive Officer Medininagar Municipal Corporation, Jharkhand on all working days between 22/07/2018, 10:00 Hrs. to 27/07/2018 at 17:00 Hrs. either by registered post/Speed Post or by hand. Only those bids will be entertained whose cost of bidding document (Tender Fee) and EMD is received before 30/07/2018 at 17:00 Hrs. Medininagar Municipal Corporation will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.
17. The interested bidders should confirm their participation and must submit their queries through post or email [municipalcouncil.medininagar@gmail.com](mailto:municipalcouncil.medininagar@gmail.com) in writing before 02/07/2018 at 15:00 Hrs. Queries received after the set time limit shall not be considered in the pre bid conference.
18. Pre-bid conference will be held at 27/07/2018 at 11:00 Hrs. at Executive Officer, Medininagar Municipal Corporation, Jharkhand to clarify the pre-bid queries. All the bidders who are interested are requested to attend the pre bid meeting.
19. The undersigned reserves the right to accept or reject all proposals without assigning any reason. It also reserves the right to postpone or to cancel the invitation and pre-bid meeting.
20. For any other clarifications related to bid submission, firms any contact Municipal Office before the last date of submission of the bid document during working hours.
21. Other details can be seen in the RFP document and instructions to Bidder.
22. Bids without requisite details/documents are liable for rejection and Medininagar Municipal Corporation will not entertain any further communication in such case.

**Sd/-**  
Executive Officer,  
Medininagar Municipal  
Corporation

## **Section 1**

### **Instruction to Bidders**

#### **1. INTRODUCTION**

Medininagar Municipal Corporation has decided to float a tender for the allotment of advertising rights on Street Light Poles for a period of 5 Years.

Bidders are required to read carefully the contents of this document.

Bidders are to complete the tender form and provide all the other documents/information in sufficient detail. The complete tender application form and other documents must be prepared and submitted in original, and must be so marked.

All documents must be in English language and each page of the Tender Form must be duly completed. Each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the contract. Any unsigned and unstamped document will not be considered.

Bidders should not clearly the last date and time of submit all of the tender applications. No late or delayed applications will be accepted. Bidders are reminded that no supplementary material will be entertained by Medininagar Municipal Corporation. However Medininagar Municipal Corporation may, if necessary, at its sole discretion ask for any clarification regarding the submitted tender and/or other documents.

Bidders and/or successful bidder who is found to have made any misleading or false representations in the tender including any statements, attachments, documents, Performa's & annexure submitted as proof of the requirements, shall be disqualified.

The successful bidder shall have to ensure the following within 15 days of issue of letter of acceptance to avoid cancellation of acceptance.

Performance guarantees which is 5% of the Gross License Value (GLV) by the successful bidder.

Advance payment of 25% of the Gross License Value (GLV).

#### **2. DIRECTIONS TO THE BIDDERS REGARDING AVVERTISEMENT RIGHT**

The bidders shall quote the Gross License Value (GLV) for allotment of Advertisement right on all the Street Light Poles as mentioned in Clause 4 of Section 1 under Medininagar Municipal Corporation for a period of 5 Years.

The successful bidder after the receipt of Letter of Acceptance from Medininagar Municipal Corporation shall have to pay 25% of the GLV of the year quoted to Medininagar Municipal Corporation as advance payment in the first year. This payment is mandatory and then after.

Proportion of GLV to be paid	Deadline for payment of GLV of one year
25% of the yearly quoted amount	After issue of Letter of Acceptance from Medininagar Municipal Corporation and strictly before signing of the agreement.
40% of the remaining amount	Just after 5 months of the first payment of the year
35% of the remaining	After the 4 months of the second payment of the year.

In the subsequent years, the 50% of the GLV must be paid by 30<sup>th</sup> April and rest 50% by 31<sup>st</sup> October of every year. The amount of annual GLV shall increase @5% every year.

Bidders must ensure that the advertising structures/media shall be structurally sound and maintained in good and properly secured condition.

Successful Bidder must follow Jharkhand Local Bodies Advertisement Regulation, 2017 and all other related regulations published by Urban Development and Housing Department, GOJ or Medininagar Municipal Corporation.

The licensee shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the advertising structures and the consequential claim or claims shall be borne by the licensee who will also indemnify and safeguard the Medininagar Municipal Corporation in respect of any such claim or claims. The successful bidder shall submit Risk Insurance Policies (including third party liability) safeguarding any kind of injury or damage arising out of the structures/media entire contract period signing of the agreement.

### 3. Duration

The licensee can install all the structures for advertisement mentioned under this tender document as detailed in clause 4 of Section 1 for a period of 5 (Five) years as per following details.

Signing of Contract Agreement within 15 days from the date of unconditional acceptance of Letter of Acceptance (LOA) issued by Medininagar Municipal Corporation.

Period of contract will be for Five years. Year-1 of the contract shall be up to 12 calendar months from the commencement of the period of contract. Year-2 of the contract shall start on the day after the last day of Year-1, and Year-3 shall start on the day after the last day of Year-2.

### 4. Description of Sites

Medininagar Municipal Corporation has identified Street light poles on various sections attached as (Annexure-1) of the city for which advertisement right to the bidder to be allotted.

The successful bidder shall install hoardings on every street light poles for the display of advertisements, with maximum two hoardings per street light pole. Each hoarding on street light poles shall have a maximum area of 3 feet in width and 4 feet in length or 3 feet in width and 5 feet in length depending upon the location, without causing any inconvenience to public or traffic in general.

The successful bidder shall ensure that the hoardings are installed in a proper manner giving good visibility.



The successful Bidder should install the Hoardings in such a way that there should no obstacle in lighting.

The licensee shall have the advertisement right only on the earmarked sites by Medininagar Municipal Corporation any violation shall result in immediate cancellation of the contract without any prior notice.

Under no circumstances Medininagar Municipal Corporation shall bear any charges related to the installation and erection and maintenance of the media.

The bidder shall after a detailed site visit shall assess the structural stability/capability of the existing infrastructure to take the proposed advertising material loads to ensure safety and stability of the spaces and the infrastructure provided to the bidder during the entire contract period.

Medininagar Municipal Corporation reserves the right of any other media/ advertisement in the spaces identified in future.

5% of the total number of hoardings or minimum 10% of advertising spaces shall be left overall for the Medininagar Municipal Corporation services branding publicity and IEC activity.

The costing of the structure shall be borne by the bidder and liability of same lies with the bidder.

The site shall have returned in as it is condition after five years and if any mishandling is done than the agency is liable for the penalty as decided by the Medininagar Municipal Corporation. Medininagar Municipal Corporation reserves the right to waive off or remove the penalty against the agency.

The insurance of the materials shall have to be made and borne by the agency.

All the local taxes, GST are to be borne by the agency. Medininagar Municipal Corporation shall not be liable for any taxes or charges, as the case may be.

Any damage to the Medininagar Municipal Corporation structure has to be taken care by the agency shall repair at its own cost. Medininagar Municipal Corporation can impose the penalty of any delay in the repair of any damage done.

The electric connection and supply in the hoarding shall have to be arranged by the agency at its own cost. The agency has to ensure regular payment of electricity bill in this regard.

**Sd/-**  
Executive Officer,  
Medininagar Municipal  
Corporation

## Section 2

### General Terms & Conditions

#### 1. QUALIFICATION CONDITION

The bidder can be a Proprietor, partnership firm, joint venture firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956. The bidder should be legally competent to enter into contract as per prevailing laws.

The bidder must have an experience of conducting successfully advertising campaign as per mentioned slab during last three year (2014-15, 2015-16, 2016-17) in Jharkhand.

ULB Type	Amount in INR
Medininagar Municipal Corporation	2,00,000.00

#### 2 ASSIGN ABILITY AND ENCUMBRANCES

The successful bidder (Licensee) shall not assign any of its rights or interest in this License Agreement in favor of any company/person(s) at any time and for any reasons whatsoever.

Under no circumstance, the sites shall be mortgaged, charges or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including Lenders/ Financial Institution(s)/ Banks etc.

#### 3 STATUTORY CLEARANCES

The licensee shall comply with and abide by the judgments passed from time to time by the Hon'ble Supreme Court of India or the Hon'ble Jharkhand High Court having hearing upon the subject of display of advertisement. Instructions issued by Medininagar Municipal Corporation for complying with such judgments have to be followed by the Licensee. If any location conflicts with any judgments or any provision of any law the license may seek an alternative location from Medininagar Municipal Corporation. In case of any dispute regarding charging of license fee for the affected period the decision taken by the Executive Officer, Medininagar Municipal Corporation shall be final and binding on the Licensee. No claims or compensation or damages whatsoever will be entertained by Medininagar Municipal Corporation on this account.

The license will be fully responsible for the aesthetic maintenance of all the structure for advertisement to be put up shall have to comply with standard safety norms. No claims or compensation or damages whatsoever will be entertained by Medininagar Municipal Corporation on this account.

#### 4 RIGHT TO REJECT TENDERS

Medininagar Municipal Corporation reserves the right to reject any/all tenders including the highest tender or withdraw the site of the tender at any stage without assigning any reasons.

Nothing contained herein shall confer right upon a bidder or any obligation upon Medininagar Municipal Corporation .

No claims or compensation or damages whatsoever will be entertained by Medininagar Municipal Corporation on this account.

## **5 MISREPRESENTATION/FRAUD/BREACH OF TERMS AND CONDITIONS**

If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the Medininagar Municipal Corporation . In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any amount paid by him.

## **6 EARNEST MONEY DEPOSIT AND INTEREST FREE PERFORMANCE SECURITY**

The Bidder shall submit an interest free Earnest Money Deposit (EMD) of as per mention slab:-

ULB Type	Amount in INR
Nagar Parishad	2,00,000.00

in the form of Bank Guarantee/FDR in favour of Special Officer, Medininagar Municipal Corporation , drawn on any scheduled commercial bank acceptable to Medininagar Municipal Corporation and payable at Medininagar along with the bid.

Any offer, which is not accompanied by the requisite Earnest Money Deposit, shall be rejected outright.

The EMD submitted by the successful Bidder may be adjusted against the performance security.

The EMD of the other bidders shall be returned as per the direction of Executive Officer, Medininagar Municipal Corporation . The EMD shall however be forfeited in the following cases:

If the bidder withdraws its proposal (offer) during the interval between the proposal due date and expiration of the Proposal Validity Period;

If the successful bidder fails to unconditionally accept the Letter of Acceptance in writing, within the time specified in this document, or any extension thereof granted by Medininagar Municipal Corporation .

If the successful bidder fails to sign the License agreement and/or make the performance security within the time specified in this document, or any extension thereof granted by Medininagar Municipal Corporation .

### **Interest Free Performance Security**

The successful bidder shall have to deposit the Performance security @5% of Gross License Value (GLV) for the entire contract period of 5 years in the form

of Bank guarantee as specified format as annexure VII in favour of Executive Officer, Medininagar Municipal Corporation payable at Medininagar drawn on any scheduled commercial nationalized bank acceptable to Medininagar Municipal Corporation .

The said Performance Guarantee has to be renewed by the successful bidder and shall be kept valid till the 3 months after the License Period. The Performance Security would however be forfeited in case of any Event of Default/breach of agreement/tender conditions as described in the Tender Document.

On the performance and completion of the contract in all respects including 3 months extra period, the Bank Guarantee will be returned to the bidder without any interest and upon submission of no claim certificate.

As and when an amendment is issued to the contract, having an impact on amount and validity of Performance security the contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Bank Guarantee rendering the same valid for the contract as amended.

The Bank Guarantee and or any amendment there to shall be executed on a stamp paper or requisite money value in accordance with the laws applicable in India by the party competent to do so.

Bank Guarantee shall be in force upto 3 months beyond the contract period.

## **7 PROPOSAL PREPARATION COST**

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process, including all types of due diligence in the process. Medininagar Municipal Corporation will not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

## **8 VALIDITY OF OFFER**

The proposal shall remain valid for a period not less than One hundred and twenty (120) days from the date of opening of financial bid (Offer Validity Period). Medininagar Municipal Corporation reserves the right to reject any proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of Medininagar Municipal Corporation. A bidder agreeing to the request will not be allowed to modify the proposal, but would be required to extend the validity of its EMD for the period of extension.

**Sd/-**  
Executive Officer,  
Medininagar  
Municipal  
Corporation ,

## **SECTION – 3**

### **TENDERING SCHEDULE**

#### **1. PREPARATION AND SUBMISSION OF PROPOSAL**

Bids should be submitted in the forms prescribed under this section and relevant annexure in Section 4.

Completed proposals shall be accepted only upto 15:00 Hrs. on scheduled date in the office of Medininagar Municipal Corporation, who at his sole discretion, retains the right, but is not obligated to extend the Proposal Due Date, by issuing an Addendum.

Bidders shall furnish the information strictly as per formats given in Section 4 of this document and without any ambiguity. Medininagar Municipal Corporation shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification (Financial Bid, Envelop-2).

All proposals/bids/offers shall be signed by the duly Authorized Signatory of the Bidder. Bidders shall submit a supporting Power of Attorney authorizing the signatory of the proposal to commit the bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.

The proposal shall be initiated on each page by the Authorized Signatory in acceptance of all terms and conditions of this tender. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initiated by him. All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.

Bidders are required to submit only one set of the Proposal, including the Original Tender Document issued to them signed on each page in acceptance of all terms and conditions of this tender. Any individual, firm or company which submits or participates in more than one Proposal for the said project shall be disqualified and shall also cause the disqualification of all the consortia in which it is a Member.

All the bidders will be sent clarifications to queries, till the stipulated date. The queries received after the prescribed date will not be entertained by Medininagar Municipal Corporation. All the bidders are requested to monitor the Medininagar Municipal Corporation website for the same.

#### **2. PAYMENT TO MEDININAGAR MUNICIPAL CORPORATION**

The successful bidder for after the receipt of Letter of Acceptance from Medininagar Municipal Corporation shall pay 25% of the GLV quoted to Medininagar Municipal Corporation. This payment shall be mandatory.

Proportion of GLV to be paid	Deadline for payment of GLV of one year
25% of the yearly quoted amount	After issue of Letter of Acceptance from Medininagar Municipal Corporation , and strictly before signing of the agreement.
40% of the remaining amount	Just after the 5 months of the first payment of one year.
35% of the remaining	After the 4 months of the second payment of the year.

Any delay in payments in the preceding clauses shall entail payment of interest @10% per annum on the amount outstanding, for the days of default. Delays beyond 30 days of the due dates for recurring payment, milestones will be treated as License Events of Default. In such an eventuality Medininagar Municipal Corporation retains the right to forfeit Performance Security and claim damages from the licensee and even terminate the agreement as mentioned in the Performance Security clause of the Draft License Agreement.

Every year there shall be increase in the license value by 5%. The same shall be applicable by the end of one year of contract and added to the license fees of next year.

The cycle shall be strictly followed by the agency for every year and upto 5 years.

The advertisement tax with respect to advertisement will be approved by Medininagar Municipal Corporation as mentioned in Annexure II. The advertisement rate will be increased @5% annually based on last year advertisement rate. The advertisement tax rate structure will not be changed or modified during whole period of contract.

### 3. LANGUAGE AND CURRENCY

The Proposal and all related correspondence and documents shall be written in English language.

The currency for the purpose of the Proposal shall be the Indian National Rupee (INR)

### 4. SEALING AND MARKING OF PROPOSALS

The proposals shall be sealed, marked and submitted as explained below:

- a) Envelop No. 01 shall contain the Earnest Money Deposit and shall be marked as Earnest Money Deposit and the cost of the tender document (Rs. 10,000/-) shall also be paid by the bidder in the form of Demand Draft. This Demand Draft shall also be enclosed in Envelope No. 01

The bidder shall also provide following documents in along with Envelop No. 01.

- I. Letter of application in the format as per Annexure-III of Section 4.
- II. Power of Attorney in the format as per Annexure XI of Section 4.
- III. Original Tender Document duly signed (one each page) by an authorized representative as a token of acceptance of all terms and conditions.
- IV. Registration Certificate.

- V. GST Registration Certificate.
- VI. P.F. Registration Certificate.
- VII. ESI Registration Certificate.
- VIII. Audited Balance sheet for last 3 years (2014-15, 2015-16, 2016-17).
- IX. Solvency Certificate as per mentioned slab:-

ULB Type	Amount in INR
Nagar Parishad	2,00,000.00

- X. The average annual turnover of the lead partner during last 3 years should be minimum (..... No. of poles x Rs. 500/-)
- XI. The bidder should have an office in Jharkahnd.
- XII. Minimum experience of the lead partner in advertising should be at least 3 years.

The bidder shall seal the Financial Proposal (as per Section-4) in a separate Envelope No. 2 duly marked as FINANCIAL BID. Financial bid shall be in the format as given in the (Annexure-VIII, Financial Proposal Format) of this tender document in section 4. The Outer envelope shall be addressed to: Executive Officer, Medininagar Municipal Corporation. If the envelopes are not sealed and marked as instructed above, Medininagar Municipal Corporation assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

Any Proposal received by Medininagar Municipal Corporation after 15:00 Hrs. on the due date will be liable to rejection.

#### **5. BIDDERS RESPONSIBILITY**

It would be deemed that prior to the submission of Proposal; the Bidder has made a complete and careful examination of:

- a. The requirements and other information set forth in this Tender document.
- b. All the sites, existing facilities, encumbrances on every site and structures, access roads and utilities in the vicinity of every site.
- c. All other matters that might affect the Bidders performance under the terms of this TENDER DOCUMENT, including all business potential, risks, costs, liabilities and contingencies associated with the project and that proposals/bids/offers have been signed by the bidder or the duly authorized signatory of the bidder.

Medininagar Municipal Corporation shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this TENDER DOCUMENT will be rejected.

#### **6. MODIFICATION OF THE PROPOSAL**

Proposal shall not be modified or withdrawn by the Bidder after the due date and time of submission of the Proposal.

## 7. OPENING OF BIDS

The Technical bid (Envelop No. 1) received shall be opened by a committee constituted by the Executive Officer, Medininagar Municipal Corporation in the presence of the bidders at 11:00 Hrs. on 30/07/2018, unless intimated otherwise. The date for Opening of financial bids shall be intimated in advance to the qualified bidders.

Medininagar Municipal Corporation reserves the right to reject any Proposal and forfeit the EMD, if

- a) It is not signed, sealed and marked as stipulated in Clause 4 of section-3.
- b) The information and documents have not been submitted as requested and in the formats specified in the tender document.
- c) There are inconsistencies between the Proposal and the supporting documents.
- d) It does not mention the validity period as mentioned.
- e) There are conditions proposed with the Technical and/or Financial Proposals.

No request for modification or withdrawal shall be entertained by

Medininagar Municipal Corporation in respect of such Proposals.

## 8. EVALUATION OF PROPOSAL

The evaluation will be done in 2 stages as explained below:

In stage-I, the EMD and cost of RFP document in Envelope 1 shall be first checked. Proposals without the appropriate EMD, the Cost of RFP document and other relevant documents as per para 4.1 shall be summarily rejected. Thereafter, Envelope 2 containing the financial proposal submitted by the Bidders will be opened. All bidders passing Stage-1 of evaluation shall be treated as par for evaluation of Financial Bids.

The financial bids in Envelope 2 of only those bidders, who have passed in Stage-I of the evaluation, shall be opened by Medininagar Municipal Corporation. The nominees of the bidders may choose to remain present during such opening of financial bids. Bidders shall be ranked H1, H2, H3 etc. in decreasing order of their financial offers. The selection will be on the basis of the highest Gross License Value (H1) for the said work as per Clause 2 of section- 3.

**Note: If only a single bid is received, Medininagar Municipal Corporation shall proceed as per the prevailing rules and directions issued by GOJ from time to time.**

Medininagar Municipal Corporation would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidders(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.



Financial Proposals of Bidders, who do not qualify the Stage-I of evaluation will not be opened.

Medininagar Municipal Corporation reserves the right to reject any tender if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of the competent authority of Medininagar Municipal Corporation in this respect shall be final and binding on all bidders.

#### **9. ACCEPTANCE OF THE OFFER**

Medininagar Municipal Corporation shall issue Letter of Acceptance (LOA) to the successful H1 bidder.

The selected bidder is required to send their unconditional acceptance of LOA within seven (7) days from the date of issue of LOA.

Medininagar Municipal Corporation shall retain the right to withdraw the LOA in the event of the selected bidder's failure to accept the LOA unconditionally within the limit specified in the above clause. In this event, Medininagar Municipal Corporation shall forfeit the EMD of the selected bidder. Conditional acceptance of LOA will also lead to forfeiture of EMD.

#### **10. Execution of License Agreement**

The successful bidder is required to sign the License Agreement within 15 days of conveying their unconditional acceptance of the LOA to Medininagar Municipal Corporation in writing. But prior to signing of the Agreement, the Bidder must satisfy the following conditions, Medininagar Municipal Corporation shall not execute the License Agreement until these conditions have been satisfied.

- i. The Bidder has submitted the requisite Performance Security to Medininagar Municipal Corporation .
- ii. The bidder has paid 25% of the Gross License Value for the first year of contract period as quoted.

Failure to meet these conditions will result in a breach and Medininagar Municipal Corporation shall be entitled to cancel the award without being liable in any manner whatsoever to the Bidder and to forfeit the EMD and any other amount deposited till that time as Damages.

The cost of stamp duty for execution of License Agreement, registration charges and any other related Legal Documentation charges and incidental charges shall be borne by the successful bidder.

In case of failure to sign the License Agreement within the stipulated time, Medininagar Municipal Corporation shall retain the right to cancel the Award and forfeit the bidders EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

#### **11. AMENDMENT OF TENDER DOCUMENT**

At any time prior to the Last date for its submission, Medininagar Municipal Corporation may, for any reason, whether at its own initiative or in response to

clarifications requested by a Bidder, modify the TENDER DOCUMENT through the issuance of corrigendum. This will be sent in writing through e-mail to all the Bidders and shall be binding upon them. The Corrigendum shall also be uploaded on Medininagar Municipal Corporation website. Bidders are required to visit Medininagar Municipal Corporation website frequently for updates and amendments.

In order to give the Bidders reasonable time in which to take a corrigendum into account, or for any other reasons, Medininagar Municipal Corporation may, at its discretion, extend the Proposal Due Date.

## **12. UNSUCCESSFUL BIDDERS**

EMD received from all the short listed unsuccessful bidders after the evaluation shall be returned within a period of 120 (One Hundred and Twenty) days from the date of opening of financial bid, and returned thereafter signing of agreement whichever is earlier, without payment of any interest.

## **13. PENALTY**

Licensee will be penalized upto Rs. 10,000/- per offence by Medininagar Municipal Corporation in addition to any other criminal liability under any law of Govt. of India or Govt. of Jharkhand on the following offense:

- a. Late payment of Medininagar Municipal Corporation dues including interest accrued due to late payment. The licensee must deposit license fees of the quarter in advance by the due date. No excuse of non/late receipt of bill/invoice will be entertained as the payment schedule is clearly mentioned in the contract.
- b. Not following the instructions of the Medininagar Municipal Corporation regarding Advertisements even after 10 days from the date of issue of notice.
- c. Any staff of licensee found in drunken condition/ indulging in bad conduct.
- d. Any staff of the licensee found creating nuisance on duty.
- e. Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
- f. Improper maintenance defacement of the advertisement, hanging of wires etc.
- h. Misbehavior with staff of Medininagar Municipal Corporation .
- i. Not following safety and security norms as may be indicated by authorized representative of Medininagar Municipal Corporation .
- j. Not following instructions issued by Medininagar Municipal Corporation from time to time and other violations of the contract agreement.
- k. Using of additional area without prior approval of Medininagar Municipal Corporation .

## **14. DEDUCTION OF DUES**

Medininagar Municipal Corporation reserves the right for deduction of Medininagar Municipal Corporation dues from Licensee's security amount on the following grounds:

- a) Any amount imposed as a fine by Medininagar Municipal Corporation for irregularities committed by the Licensee.
- b) Any amount which Medininagar Municipal Corporation becomes liable to the Government/Third party on behalf of any default of the Licensee or any of his/her/their servant/agent/employees or staff.
- c) Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- d) Any other outstanding amount.

Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days of such debit by Medininagar Municipal Corporation Licensor, failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free security deposit in favour of Medininagar Municipal Corporation .

**15. JOINT INSPECTION**

Periodical joint inspections will be conducted by Medininagar Municipal Corporation with the Licensee and in case of any discrepancy or breaches of instructions issued by the Medininagar Municipal Corporation reserves the right to impose fine up to Rs. 10,000/- (Rupees Ten Thousand only) per irregularity.

**16.** For repeated violation of instructions, breach of agreement, Medininagar Municipal Corporation has the right to cancel the agreement at the risk and cost of the Licensee, including forfeiture of interest free security deposit.

**17. Power to Waive Fines**

The power to waive fines and penalty vests with Medininagar Municipal Corporation or his authorized representative.

**18. License to be non-transferable**

The license for Advertising rights is not transferable.

**19. Compliance of Statutory/ Labour Laws/Taxes**

The Licensee shall comply with all the provisions of statutory laws, Labor Laws regulation in force including but not limited to the Contract Labor (Regulation & Abolition) Act, 1976, any subsequent amendment thereof and the rules made there under, Licensee will indemnify the Medininagar Municipal Corporation for any loss and damages suffered due to violation of its provision.

GST (if applicable) payable under the Applicable Laws in connection with the project will be payable by the licensee.

**20. ALL OTHER LAWS TO BE APPLICABLE**

The Licensee shall comply with all applicable laws of land, including Pollution Control Board guidelines and Medininagar Municipal Corporation can't be

held liable for any change/modification in these laws which adversely affect this tender. No claim or compensation on this account will be entertained.

**21. SELECTION OF ADVERTISEMENTS**

The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products. The licensee shall conform to all the provisions of COTPA Cigarettes and other tobacco products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution Act, 2003, as amended from time to time.

The bidder should adhere to all applicable & relevant clauses of Jharkhand State Advertisement Regulation Policy for ULBS 2017 and all other relevant regulation.

The advertisement will have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.

Political advertisements are not allowed.

The use of Medininagar Municipal Corporation name, logo or title without the licensor's prior permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.

**22. INDEMNIFICATION OF MEDININAGAR MUNICIPAL CORPORATION AGAINST LOSS/DAMAGES**

Fixing arrangements should be such that these should not damage the structures. Any loss or damage caused due to this to any men's property or life, the licensee will be solely responsible and liable to fine/penalty as per actual.

The licensee must take third party insurance cover, the licensee agrees and undertakes to indemnify and hold the Medininagar Municipal Corporation Licensor harmless against any and all liabilities, losses, damage, claims expenses suffered by the Medininagar Municipal Corporation Licensor as a result of not taking such insurance cover by the licensee.

The licensee shall also strictly abide by any safety guidelines as may be issued by Medininagar Municipal Corporation from time to time.

**23. PRIOR APPROVAL OF MEDININAGAR MUNICIPAL CORPORATION BEFORE FIXING**

The fixing structures for advertisements and the advertisement thereon be placed should have the prior approval from Medininagar Municipal Corporation at all times before fixing/placing these at the approved sites by the licensee.

**24. SOME RESERVED RIGHTS**

The bidders should understand, comprehend and also agree that Medininagar Municipal Corporation reserves the right to issue changes, modifications to the terms and conditions, revise the document altogether or even cancel or put on hold the tender process by open announcement before the date and time of submission of the tender. I/we agree voluntarily not to contest this issue or seek any claim or compensation on this account.

Licensee shall comply with and abide by the judgments passed from time to time by Hon. Supreme Court/High Court or any other judicial/quasi-judicial body of the country. The bidders shall not ask for any claim or seek any compensation from Medininagar Municipal Corporation if any advertisement spaces are not permitted due to any restrictions imposed permanent/temporary by the court or civil authorities. In such cases licensee may seek for alternative bare spaces in confirmation with any restrictions imposed permanent/temporary by the court or civil authorities.

**25. SURRENDER/TERMINATION OF LICENSE**

If the licensee wants to surrender the contract he will be allowed to do so after giving 3 (Three) month's notice. Medininagar Municipal Corporation reserves the right to terminate the contract/license by giving one month's notice for termination. In both the situations the performance security of the licensee will stand forfeited.

The unused license fee for the rest of the year will also not be refunded. Part surrender or termination of license will not be accepted and termination will be considered for the full license. On termination by Medininagar Municipal Corporation or surrender by licensee, All the advertisement media and structure will automatically become the property of Medininagar Municipal Corporation .

**26. PREVENTION OF DEFACEMENT**

The successful bidder of this tender will be responsible to stop any kind of defacement by way of illegal hoardings, banners/posters or by any other mean of illegal advertisement on Govt. buildings/ properties, otherwise, he shall be responsible to remove the same at his own cost.

**27. FORCE MAJEURE**

Neither Medininagar Municipal Corporation nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, Any of the following events resulting in material adverse effects shall constitute a Force Majeure Event

- a) Earthquake, flood, inundation, landside;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbance;
- c) Fire caused by reasons not attributable to the Licensee;
- d) Acts of terrorism; and
- e) War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- f) Strikes or boycotts, other than those involving the Licensee, its contractors or their employees, agents, etc; and
- g) Any other similar things beyond the control of the Party except Court Order/Judgment.

h) Such Force Majeure occurrence shall be notified to the other party withing 30 days of such occurrence.

**28. ASSETSTO BECOME PROPERTY OF MEDININAGAR MUNICIPAL CORPORATION UPON COMPLETION**

At the expiry of tenure of 5 years all infrastructure/media developed as a part of this contract will become the property of Medininagar Municipal Corporation . Licensee is required to hand over all such facilities to Medininagar Municipal Corporation in good working condition. The licensee shall not tamper with the same or change their configuration. If the advertising infrastructure/ media developed as a part of this contract are not handed over in good condition as required under this agreement, Medininagar Municipal Corporation reserves the right to seek exemplary damages and indemnification.

If the LICENSEE fails to do so within a grace period of 07 days from the date of Natural Completion, because of any reason, of the License Agreement, the Licensee shall be deemed to be an unauthorized/illegal occupant of the said sites and will be liable to pay a penalty at a rate of thrice the prevailing license fee for the entire period of such occupation along with the applicable annual license fees. The security deposit of the licensee will have released after adjustment of any kind of dues. Upon Natural completion of the tenure display of advertisement must be stopped immediately.

**29. ASSETS TO BECOME PROPERTY OF MEDININAGAR MUNICIPAL CORPORATION UPON PERMATURE TERMINATION**

All infrastructure/media developed as a part of this contract will become the property of Medininagar Municipal Corporation Licensee is required to hand over all such facilities to Medininagar Municipal Corporation in good working condition. The licensee shall not tamper with the same or change their configuration. In case of failure Medininagar Municipal Corporation reserves the right to seek exemplary damages and indemnification.

If the LICENSEE fails to do so within a grace period of 30 days from the date of premature termination, because of any reason, of the License Agreement, the Licensee shall be deemed to be and unauthorized/illegal occupant of the said sites and will be liable fto pay a penalty at a rate of thrice the prevailing license fee for the entire period of such occupation along with the applicable annual license fees. The security deposit of the licensee will stand forfeited in favor of Medininagar Municipal Corporation . Upon termination display of advertisement must be stopped immediately.

**30. DISPUTE RESOLUTION**

The Medininagar Municipal Corporation and the bidder shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under agreement.

If after 30 days from the commencement of such direct negotiations, the dispute is not resolved, it shall be referred to Principal Secretary/Secretary, Urban Development &

Housing Department, Govt. of Jharkhand, whose decision shall be final and binding upon both parties.

Pending the submission of any/or decision on a dispute, difference or claim or until the matter is decided by Principal Secretary/Secretary, Urban Development & Housing Department, Govt. of Jharkhand, the Bidder shall continue to perform all its obligations under this agreement without prejudice of final adjustment in accordance with such award.

**Sd/-**  
Executive Officer,  
Medininagar  
Municipal  
Corporation ,

ANNEXURE II

**MEDININAGAR MUNICIPAL CORPORATION**

ADVERTISEMENT TAX SLAB FOR FINANCIAL YEAR 2018-19 (PER SQ. FT.)

Rs. 4/- perSQ.FT.

Note :- Advertisement Tax will be increased by 5% in each coming financial year over last financial year.

**Sd/-**  
Executive  
Officer,Medininaga  
Municipal Corporation ,  
Medininagar



ANNEXURE III (Covering letter)  
Letter of Application

Dated: .....

(Name & Address of ULB),

Phone no:

E-mail -

Sub: REQUEST FOR PROPOSAL FOR THE ALLOTMENT OF ADVERTISING RIGHTS ON STREET LIGHT POLES UNDER (NAME OF ULB) FOR A PERIOD OF 5 YEARS.

Dear Sir,

Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make these representations for and on behalf of the bidder in respect of the proposal as per RFP bearing number \_\_\_\_\_ dated \_\_\_\_\_ 2018 \_\_\_\_\_ issued by (NAME OF ULB) \_\_\_\_\_.

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

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

Name: J

Title:

Date:

Annexure IV

AFFIDAVIT

(ON RS. 100/- NON-JUDICIAL STAMP PAPER)

I, ..... S/o ..... (Designation) of M/s ..... having its registered office at ..... do hereby solemnly affirm and declare as follows:

1. That I have been authorized to execute this affidavit on behalf of this company by the Board of Directors vide its resolution passed on .....
2. That the (NAME OF ULB) vide NIT no. .... had invited offers from interested bidders for allotting Advertisement Right on Street Light Poles under (NAME OF ULB) for a period of 5 years.
3. That in response to the said advertisement as stated in paragraph (2) above, our firm has submitted its proposal to the (NAME OF ULB).
4. That the proposals of our firm M/s ..... Containing all the necessary information and particulars furnished as per given Performa and Annexures.
5. That our firm have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial authority or a judicial pronouncement or arbitration award against our firm, nor our firm have been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach of our part.
6. That our firm during the last three years, neither black listed by any Govt./Semi Govt./PSU not failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us.

That the statements made in paragraph 1 to 6 of the foregoing affidavit as above are true to my knowledge and belief and if anything is found contrary, I stand liable to be prosecuted under appropriate Act / laws in force.

Solemnly affirmed by the said ..... at ..... on this the ..... day of ..... 2018.

Deponent:

Identified by me

Annexure V  
BIDDER DETAILS

1.	Name of bidder	
2 (a)	Address of bidder	
(b)	Phone no:	
(c)	Fax no.	
(d)	E mail	
(e)	Website	
3(a)	Name of authorized signatory to bid	
(b)	Designation	
(c)	Phone (Landline) Phone (Mobile)	
(d)	Fax	
(e)	Email	
4	NAME, address, Tel No. Fax, email at which communication to be sent in respect of bid	
5.	Names of the present Proprietors/ Partners/Board of Directors	

A

Annexure VI

CERTIFICATE OF ABIDEMENT

I undertake to abide by the terms and conditions as laid down in the offer documents by the (Name of ULB) and also follow the instructions given by the (Name of ULB) (to be read with Terms and Conditions).

Signature :

Name of the person :  
with Designation

Name of the Firm :

Annexure VII

PERFORMANCE BANK GUARANTEE

The (Name of ULB) has invited bids for appointing the Agency for the Allotment of Advertisement Rights on Street Light Poles under (Name of ULB) for a period of 5 years.

M/s. .... submitted their proposal with reference to the said bid. (Name of ULB) has since decided to award the contract to M/s.....  
.....vide their letter of intent no..... dated..... directing M/s..... to submit Performance Bank Guarantee of Rs. ....

M/s. .... has requested us to furnish above bank guarantee valid up to .....Considering the request, we ..... do hereby undertake to pay to (Name of ULB) an amount not exceeding Rs. .... lakhs on demand by (Name of ULB)in case of failure of M/s..... in fulfilling the obligations properly and timely under the said contract.

We ..... do hereby undertake to pay the amount payable under this guarantee without demur, merely on a demand from (Name of ULB). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

Our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... This guarantee would remain in full force up to..... Unless the demand as claim under this guarantee is made on us in writing on or before ....., we shall be discharged from all liabilities under this guarantee thereafter.

We undertake to pay unconditionally to (Name of ULB) any money so demanded and our liability under this guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability from payment there under and M/s. ....shall have no claim against us making such payment.

This guarantee will not be discharged due to the change in the constitution of the Bank or Agency.

We undertake not to release this guarantee during its currency except with prior consent of (Name of ULB)in writing.

"Notwithstanding anything herein contained; our liability under this Guarantee shall:

(A) Be limited to a sum of Rs..... (Rupees.....lakhs) only.



(B) Stand completely discharged and all our rights under this guarantee shall stand extinguished, if no claim or demand is made upon us in writing on or before .....

Date.....

X

Signature for and on behalf of Bank