



BID DOCUMENT

e- TENDER FOR:

“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing LED Display screens with O&M installed Different Sites at RMC Area Ranchi”.

Tender no. : 174

Date: 22-01-2019

Due Date: 20-02-2019 (5 PM.)

RANCHI MUNICIPAL CORPORATION

Kutchery, Ranchi- 834001

Ph: +91-651-2211215, fax: +91-651-2211777 Email: support@ranchimunicipal.com

RANCHI MUNICIPAL CORPORATION KUTCHERY , RANCHI -834001

SALE OF TENDER DOCUMENT

(Allotment of Exclusive Outdoor Advertisement rights for the display of the advertisements at the existing LED display screens with O&M installed at Morabadi Ranchi.)

1. Name and address of the

Agency:.....

.....

.....

2. Date of issue:.....

3. Issued by.....

4. Received Demand Draft /Banker"s details:

i. Cheque No. ii. Date..... iii. Bank & Branch.....

iv. Amount.....

Officer

IMPORTANT INFORMATION

Sl. No	Name of the Work	“Allotment of Exclusive Outdoor Advertisement rights for the display of advertisements at the existing LED Display screens with O&M installed Different Sites at RMC Area Ranchi”.
1.	Mode of submission of bids	Open Tender
2.	Validity	The bids submitted shall remain valid for a period of 180 days from the date of opening the technical bid.
3.	Tender Fee & Earnest Money Deposit (EMD) (In INR) through demand draft/ Banker’s cheque drawn in favor of “Ranchi Municipal Corporation, Ranchi” on any scheduled commercial bank payable at Ranchi to be enclosed with the technical bid.	Cost of Tender Document: 2 5,000.00 (Rs. <i>Twenty Five thousand only</i>) Earnest Money Deposit (EMD) – 10,00,000 (Rs. <i>Ten Laks only</i>)
4.	Date of publication of Tender on website	28-01-2019 11.00 AM
5.	Last date of submission of pre-bid queries	11-02-2019 till 5.00 PM at support@ranchimunicipal.com
6.	Date of Pre Bid Meeting	12-02-2019 at 3.30 Pm
7.	Date of Start of Submission of Bids	14-02-2019 from 10 AM
8.	Last Date/Time for submission of bids	20-02-2019 up to 5.00 PM
9.	Last date/Timing for Submission of Tender Fee and EMD	20-02-2019 Up to 5.00 PM
10.	Date of Bid Opening (Technical Bid)	22-02-2019 at 12.30 PM or there after
11.	Date/Time for opening of financial bid	To be announce Later
12.	Bid Submission address	Bid should submitted online at Jharkhandtenders.gov.in & Hard copy send on Ranchi Municipal Corporation, Kutchery Road, Ranchi-834001
13.	Helpline no of e-procurement	0651-2203469

Further details can be seen on website <http://jharkhandtenders.gov.in>.

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RANCHI MUNICIPAL CORPORATION
Kutchery, Ranchi- 834001

File No. :

Dated:

1) INTRODUCTION:

- i. Ranchi Municipal Corporation (R.M.C) is best known for his mammoth service to the citizens of Ranchi. We always attempt to provide best services to our people of Ranchi. We are one of the municipal corporation of Jharkhand which was selected as smart city under smart city mission of govt. of India.
- ii. With a view to augment its revenue, RMC has decided to monetize the advertisement space on the existing LED Display Screens, available at Morabadi Ground at Ranchi.
- iii. RMC invites bids from the interested parties for allotment of exclusive outdoor advertisement rights for display of the advertisements at the LED Display Screens at Morabadi Ground, Ranchi.
- iv. The advertising space on LED Display screens owing to its strategic location give bidders unique opportunity for promoting the brands value.
- v. Based on fulfillment of eligibility criteria as laid down in this tender document, successful bidder will be selected through open tendering process for the exclusive outdoor advertisement rights of display of the advertisements at the existing LED Display screens as per the provisions of Ranchi outdoor advertisement policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.
- vi. Information document covering the purpose of the contract, details of space available etc. may be downloaded from the website www.ranchimunicipal.com.

2) OBJECTIVES OF CONTRACT FOR OUTDOOR ADVERTISEMENT RIGHTS:

- i. To augment revenue of RMC by commercial use of advertising space on its LED Display screens at Morabadi Ground, Ranchi through outdoor advertisement operation
- ii. Provide value to the clients/corporate who advertises on LED Display screens at Morabadi Ground, Ranchi.
- iii. To promote Morabadi Ground as most sought after location for outdoor advertisement and gateway for public awareness campaigns like tourism, cultural beauty, Swach Bharat and swasth Bharat, water conservation etc.
- iv. Contribute to the aesthetical view of the Morabadi Ground.

3) SCOPE OF CONTRACT FOR OUTDOOR ADVERTISEMENT RIGHTS:

- i. The selected Bidder shall have exclusive rights to *manage, operate, maintain, market* and *sell* advertising space on existing LED Display Screens installed at Morabadi Ground, Ranchi subject to the terms and conditions specified in the tender document as per details attached at Annexure-1 on “as is and **where is**” basis giving full compliance to technical parameters of Ranchi Outdoor Advertising Policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.
- ii. The advertising rights for the selected LED Display Screens shall vest with the successful bidder. Any person who wishes to advertise on these LED Display Screens will deal directly with the selected bidder and will have no dealing with the RMC or make any claim on the RMC for omission or commission etc of the successful bidder.
- iii. Successful bidder shall be responsible for the following activities:-

- a) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost for commercial use of advertisement space. Comply with all statutory requirements in connection with contract/License Agreement.
- b) Operate, manage and maintain the entire advertisement plans.
 - Preparation of advertising plan for each LED Screen along with relevant details like type of advertisement planned etc.
[RMC shall consider the plan with respect to *aesthetics, operational feasibility, and safety* and *security* concerns. The advertisement media may include visual display by electronic media (without audio), or any other innovative advertisement media, etc and shall be displayed one side only. If the agency is desirous of revising/ modifying already in place advertisement anytime during the contract period, the Licensee shall submit revised advertisement plan for approval of RMC.]
 - Execute the entire advertisement plans through own staff and operate and manage selling & marketing of the advertising space
 - Maintain all the display in proper and neat and clean condition and in safe & sound manner for the full currency of the contract.
- c) Ensure regular and timely payments of all amounts due to RMC and discharge all obligations as per contract/License Agreement.
- d) Payment of all statutory taxes, local levies, statutory dues, etc as and when due, to RMC/Electricity companies and other regulatory bodies. GST on advertisement shall be payable as applicable by the successful bidder. **The bidder shall submit documentary evidence of the taxes submit.**
- e) Promote Morabadi Ground premises as reputed destination brands for advertising and design of themes depicting Jharkhand culture and its natural beauty and Jharkhand tourism for display at the advertising space as per the tender conditions.

4) ELIGIBILITY CRITERIA:-

- i. The bidder shall be a Company registered under the Companies Act, 1956 or a Partnership registered under the Indian Partnership Act, 1932 for the last three years, and inter-alia should be in the business of outdoor advertising in India and should have at least total turnover of; **Rs. 10,00,00,000/- (Rupees Ten Crores)** or more during last financial year viz. 2017-18 OR **Rs. 20,00,00,000/- (Rupees twenty crores)** from such advertisement businesses during last three financial years, viz. 2015-16, 2016-17 & 2017-18.

[In this connection bidders are required to submit the audited balance sheet and profit and loss account for last three financial years certified by a Chartered Accountant.]

ii. The bidder should be recognized for outdoor advertisement services with RMC. (Copy of the valid certification of registration/ Applied for as advertising agency with RMC should be attached).

iii. The bidder should have either completed one successful contracts for running advertisement sites (Outdoor advertisement hoarding/ LED Screens during **last five years** of value not less than **10 crores per annum**

OR

Two successful contracts for running advertisement sites (Outdoor advertisement hoarding/ LED Screens during **last five years** of value not less than 6 crores per annum

OR

Three successful contracts for running advertisement sites (Outdoor advertisement hoarding/ LED Screens during **last five years** of value not less than **04** crores per annum.

iv. The bidder should not have been blacklisted or debarred from participating in tendering by the Central Government/State Government/other Govt. Bodies or under a declaration of ineligibility for corrupt or fraudulent practices.

(Undertaking to be given on company's letter head bearing company seal and duly signed by authorized representative)

- v. The bidder or the lead partner (in case of consortium), should have a support office in Ranchi region **or should open an office within 30 days of LOA. Supporting documents for the same shall be submitted to the RMC**
- vi. **Bids by a Consortium:** Bids submitted by a consortium shall comply with the following requirements.
- a) The bid shall include a letter signed by all the members of the consortium who are bidding jointly for this work. (A notarized copy of the duly executed Consortium Agreement, entered into between the consortiums partners shall be submitted in the technical bid as per **Annexure-IV**).
 - b) The contract shall be signed between the lead member and RMC or as decided by RMC.
 - c) All payment transactions shall be done exclusively by the lead member of the consortium or as that agreed between the RMC and the consortium members at the time of the award of the work.
 - d) The lead member shall be authorized to incur liabilities and receive instructions for and on behalf of members of the consortium, and shall be responsible for delivery of all provisions of the contract.
 - e) Although lead member shall be responsible for the entire execution of the Contract yet other members of such entity shall also be jointly and severally liable for the performance of License agreement.
 - f) A firm may be a member in only one consortium and cannot be member of other consortium bidding against this.
 - g) The Lead Member of the JV/Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/Consortium during full tenure of contract/License Agreement. During initial lock in period, normally no change in the percentage stake of JV/Consortium members shall be permitted. After initial lock in period, the change in percentage stake of JV/Consortium members may be permitted with prior written approval of RMC. [Note: Any change in percentage stake of JV/Consortium members without prior written approval of RMC shall be treated as Material Breach of Contract and Licensee's Event of Default entitling RMC to encash interest free security Deposit/Performance Guarantee and or to terminate the contract/License Agreement after 30 days notice]
 - h) Bidders need to submit supporting documentary evidence in support of eligibility criteria. RMC has the right to verify/cross verification of authenticity of the said documents whenever felt necessary.

5) INSTRUCTIONS TO BIDDERS:

- i. **Cost of tender document:** Interested bidders may obtain the document from "*Ranchi Municipal Corporation, Ranchi*", on payment of Rs. **25,000/- (Rupees twenty five thousand only)** (Non-refundable). The payment may be made by way of a crossed demand draft/ Banker's cheque from any scheduled bank, payable at Ranchi drawn in favour of "*Ranchi Municipal Corporation, Ranchi*". Bidders may download document from RMC's official website and submit their bids along with Demand Draft/ Banker's Cheque of an amount of **Rs 25,000/-(Rupees twenty five Thousand Only)**(Non- refundable) from any scheduled bank payable at Ranchi in favour of "**Ranchi Municipal Corporation, Ranchi**".
(Please note: Banker's cheques should be accompanied with technical bids only)

- ii. **Survey of advertisement space:** Bidders should carry out extensive survey of the sites of LED Display Screens installed **in different sites at RMC area** and analysis of advertisement space at their own cost, **before submitting their respective Bids for award of the contract/ License Agreement. RMC shall provide necessary permission and assistance to the prospective Bidders in this regard. No claim whatsoever consequent on any misunderstanding or otherwise shall be accepted by RMC. Before submitting the tender, the tenderers are advised to ascertain from RMC/statutory bodies and satisfy himself about the issue of grant of permission for display of advertisement on LED Display Screens at different sites at RMC area . RMC shall in no way be responsible for any delay or refusal of grant of approval by statutory Agencies.**
- iii. **Pre-bid Meeting:** A pre-bid meeting will be held at Ranchi Municipal Corporation, Kutchery, Ranchi on the date mentioned in the table titled "Important Information" to clarify concerns of prospective bidders in respect of scope of Outdoor advertisement rights and any other clauses of the document. Any change in the date of the pre-bid meeting will be notified on website Support@ranchimunicipal.com and will also be intimated to all prospective bidders who will have purchased documents. Bidders willing to participate in the pre-bid meeting must send their full contact details and queries in writing or through email at least two days before the date of the pre-bid meeting. However, RMC reserves the right not to answer any particular query or to answer in the way it deems appropriate.
- iv. **Late tenders:** Late tenders received after due date and time of submission of bid shall be out rightly rejected. The completed Bids shall be accepted only up to the date and time as specified in NIT. The Bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The RMC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid.
- v. **Verification and Disqualification:** RMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the or the Bidding Documents and the Bidder shall, when so required by RMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RMC shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of RMC there under.
- vi. No tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Letter of tender or any extension thereof. Withdrawal of tender during the specified period shall result in forfeiture of tender security.
- vii. Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of tender) then also, RMC may annul the award. Further, the applicant may be blacklisted for participation in any future Tender of RMC. In such a case RMC shall forfeit the EMD (if any) and Security Deposit (if any) held with RMC.
- viii. No alternations shall be made in any of the tender documents supplied/ downloaded from the website. Tenderer by submission of this tender shall be deemed to have accepted the terms and conditions contained in the tender document.
- ix. No Bidder shall submit more than one bid for this tender.
- x. The Bidders shall submit along with the Application a bid security of Rs. **05lakh (Five Lakhs Only) and all Annexure in the prescribed format.**
- xi. All documents submitted with the tender shall be in the English Language.
- xii. The documents including this and all attached documents, provided by RMC shall remain or become the properties of RMC and are transmitted to the Bidders solely for

the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and RMC shall not return to the Bidders any Bid, document or any information provided along therewith.

- xiii. RMC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the RMC for rejection of his proposal.
- xiv. This tender document is not an agreement and is not an offer or invitation by RMC to any party. The terms for advertisement rights of advertising space shall be as set out in separate agreement executed between RMC and the successful Bidder.
- xv. The tenderers may obtain further information/ clarification, if any, in respect of the tender documents from the office of Ranchi Municipal Corporation, kutchery, Ranchi.

6) COMPLETENESS OF RESPONSE:

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- ii. The response to this tender shall be full and complete in all respects. Failure to furnish all information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every respect will be at the Bidder's risk and may result in rejection of its proposal.
- iii. The Bidders shall be responsible for the costs associated with the preparation of their bids, survey of site etc and their participation in the bidding process. RMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
- iv. All communications/documents submitted with the bid including a copy of this tender and the bid documents will be signed on each page by the authorized representative of the bidder. The signature on each page of the copy the tender document means that the bidder complies with all paras of the tender. Non compliance, if any, should be clearly mentioned and highlighted.
- v. The Tender shall be filled in, signed with all particulars complete and submitted by the one duly authorized to do so. The Tenderer shall satisfy the RMC that he is competent and authorized to submit the tender and/or to enter into a legally binding contract with the RMC by furnishing documentary evidence in that respect.
- vi. **Amendment to the tender document:**
 - a) At any time, prior to the date of submission of bids, RMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this.
 - b) The amendments shall be notified on the RMC's official [website www.ranchimunicipal.com](http://www.ranchimunicipal.com) and these amendments will be binding on all bidders.
 - c) In order to provide the prospective bidders a reasonable time to take the amendment into account in preparing their bids, RMC may, at its discretion, extend the deadline for the submission of bids suitably.

vii. EARNEST MONEY DEPOSIT (EMD):

- a) Bidders shall submit, along with their Bids, EMD of Rs. **10 Lakhs (Rs. Ten lakhs only)** in the form of a Demand Draft/ Banker's cheque on any Scheduled /Commercial Bank, in favour of "**Municipal Commissioner, Ranchi Municipal Corporation, Ranchi**" payable at Ranchi. EMD in any other form shall not be entertained. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD. Tenders without earnest money deposit or in any other form shall be summarily rejected.

- b) The earnest money of the successful tenderer will be adjusted against the interest free security deposit. However, earnest money of successful tenderer who fails to honour the offer made to the Directorate as per tender submitted by him shall be forfeited.
- c) The EMD of unsuccessful bidders would be returned to them at the earliest after expiry of the final bid validity and latest within one month of the signing of the contract with successful bidder.
- d) Validity period of the EMD is three months or till the completion of finalization of successful bidder.
- e) The EMD may be forfeited:
If a Bidder withdraws his bid or decreases his quoted prices during the period of bid validity or its extended period, if any;

OR

If the successful bidder fails to submit the interest free security deposit/performance guarantee or sign the contract within specified time or found involved in any fraudulent or unethical practices.

- f) No EMD exemption:

No bidder is exempted from submitting the EMD for this tender. viii.

SUBMISSION OF BIDS:

- a) The bids shall be unconditional, firm and valid for at least 180 calendar days from the date of submission of the bid.
[Note: Any tenderer withdrawing or amending his tender within this period shall have to forfeit his earnest money to RMC].
- b) The bidders shall submit their bids in two sealed parts namely, "**Technical bid**" and "**Financial bid**", marked as such along with the bidder's name, strictly in the format given in this document. The hardcopy of the technical proposal should be in a single sealed envelope, clearly marked as "Technical Proposal from <<Bidder Name>>". The hardcopy of the financial proposal should be in a separate sealed envelope, clearly marked as "Financial Proposal from <<Bidder Name>>".
- c) Both the above envelopes should be submitted in a separate sealed envelope clearly marked as "Tender for allotment of Exclusive outdoor advertisement rights for display of advertisements and O&M at the existing LED Display Screen installed at Morabadi ground, Ranchi".
 - The bidder must give its name and address on the envelope.
 - Each page of the Bid document shall be serially numbered and also total number of pages shall be indicated on each page. E.g. 1/8, 2/8, 3/8. etc.
 - All pages of the Bid documents along with supporting documents shall be signed by the authorized person.
- d) Any proposal received by RMC after the last date and time of submission of bids shall be rejected.
- e) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. RMC shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject shall be entertained. Only complete bid document, received on application due date prior to schedule time shall be taken as valid. Applications received without due bid security amount and tender cost shall be summarily rejected.
- f) For interpretation of any clause of this tender, the decision of RMC would be final and binding on the bidder.

ix. **Last date & place of submission of Bids:**

- a) Bids complete in all respects may be submitted to the "*Ranchi Municipal Corporation, Ranchi*" latest by last date of submission given in the table titled as "Important **Information**" of this tender document. Bids received after due date & time shall not be considered. Bids submitted through post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the bidder.
- b) The completed bids shall be accepted only up to the date and time as specified in NIT. The bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The RMC shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid. The Bidder has to submit the Cost of Bid Document and Bid Security (EMD) in Original on or before due date and time of submission of Bid, failing which Bid shall be summarily rejected.

x. **Opening of BIDs:**

- a. The technical bid of all tenderers shall be opened by the opening committee on the specified date as mentioned in NIT, in the presence of the authorized representatives of the tenderers who choose to be present. If such nominated date for opening of tender is subsequently declared as a Public Holiday by RMC, the next official working day shall be deemed as the date of opening of Technical Bids.
- b. Technical bids of those tenderers who have not submitted tender security shall not be opened. Tender which is accompanied by an unacceptable or fraudulent tender Security shall be considered as non – compliant and rejected.
- c. The Tender of any tenderer who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of tenderers, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Technical & Financial Bids. Technical bids of the tenderers not containing financial bids shall not be opened.
- d. The Tenderers representatives who will attend the bid opening shall sign the attendance sheet. [Letter of authorization shall be submitted by the bidders before they are allowed to participate in bid opening]. A maximum of two representatives for any bidder shall be permitted to attend the bid opening.
- e. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids. Financial bids of only those tenderers whose submissions are found substantially responsive and technically compliant will be opened. The time of opening of financial bids shall be informed separately to only the Tenderers who have qualified during Technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.
- f. RMC shall open the bids on the due date of bid submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend.

7) **CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids, RMC, may at its discretion ask any bidder for any clarification of its bid. The request for the clarification by RMC and the responses to be submitted by bidders shall be in writing or through email. However, no unsolicited post bid clarification at the initiative of the bidder shall be entertained.

8) BID DOCUMENTS FOR EVALUATION PROCESS: A.

Documents required for technical Bid:

- i. Copy of incorporation/registration of company under companies act 1956.
- ii. Copy of the valid registration certificate as advertising agency/ applied for from RMC, Ranchi.
- iii. PAN together with copy of trade license, registration of GST etc.
- iv. Copy of the duly audited balance sheet & profit & loss a/c. for the last three financial years.
- v. Undertaking to be given on company's letter head bearing company seal and duly signed by authorized representative, of two successful contracts to its credit for running outdoor advertisement business in Government Department, PSUs or Autonomous Bodies during last 3 years as per Outdoor Advertisement Policy along with certificates from its clients in following format; Name, Address, telephone & fax no. of the contact person of the firm.
- vi. Undertaking by bidder on company's letter head bearing company seal for not Blacklisted or debarred by Govt./PSU from participating in tendering process.
- vii. Demand Draft for **Rs.10,00,000/- (Ten Lakhs only)** towards EMD in favour of Ranchi Municipal Corporation" payable on Ranchi.
- viii. **Demand Draft for Rs.25,000/-** towards the cost of tender document in favour of "Ranchi Municipal Corporation" payable on Ranchi. (applicable in case of downloaded tender document).
- ix. All communications/documents submitted with the bid including a copy of this tender and the bid documents duly signed on each page by the authorized representative of the bidder.
Power of Attorney to the person authorized for signing the bid for his tender [Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and when it is so required the same should be under common seal affixed in accordance with the required procedure. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.]
- x. Consortium agreement or MoU (in case of consortium)
- xi. Undertaking for responsibility by Consortium (Annexure-V)
- xii. All relevant documents required as evidence of meeting technical evaluation criteria and other criteria mentioned anywhere in tender document.
- xiii. The bidder is free to submit any additional information which may be relevant for evaluation of the tender.

B. Documents required for Financial bid:

- i. The financial bid should be furnished in the format at **Annexure VI**, clearly indicating the financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- ii. The bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. RMC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

9) EVALUATION PROCEDURE:

Selection of the bidder(s) will be based on technical and financial evaluation of the bid. The evaluation will be in two stages i.e. technical and financial.

i. Overview of evaluation procedure:

The evaluation of technical bids shall be undertaken by a committee of the officers duly constituted for this purpose. The technical evaluation would be based on the following:

- a) The assessment of bidders meeting the eligibility criteria.
 - b) The assessment of the capability of bidder to carry out desired scope of contract for outdoor advertisement rights in accordance to terms and conditions for Exclusive outdoor advertisement rights on existing structures of LED Display Screens installed in RMC premises as assessed on the basis of carrying out past works in preceding three years.
- ii. Financial bids of only those bidders will be opened whose bids have been technically found suitable.
 - iii. RMC shall open financial Bids of all Tenderers who have submitted substantially responsive technical tenders, in the presence of tenderer's representatives who choose to attend at the address, date and time informed / specified by RMC. The financial bids of the bidders shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Price(s) and any other details as RMC may consider appropriate.
 - iv. In case two or more bids are of the same rates then Bidder whose turnover is higher will be selected. However, RMC's decision shall be binding and final.
 - v. In the event of discrepancy in the rates written in words and the figures, rates quoted in words will be considered.
 - vi. The Tenderers' representatives who are present shall be requested to sign the attendance sheet.
 - vii. The evaluation and assessment for the selection of the Bidder(s) shall be based on the **yearly License Fee** quoted by the Bidders. The Bidder, quoting the **highest price for all the three LED Display Screens viz. total advertisement space of 782 sq.m. per year, Annexure----**, shall be declared the highest and his offer shall be evaluated and assessed by RMC.
 - viii. **Yearly license fee and Advertisement tax as per annexure VIII.**
 - ix. From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact RMC on any matter related to its Technical and/or Financial Proposal. Any effort by a bidder to influence RMC in the examination, evaluation, and recommendation for award of Contract may result in the rejection of its bid.
 - x. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
 - xi. Conditional tenders shall be outrightly rejected and earnest money will be forfeited.
 - xii. For any query from Applicants, RMC reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that RMC have not responded to any query or not provided any clarification. *Applicants may clearly note the date and time of submission of bid for this tender. No late or delayed Tender will be accepted. However RMC may ask for any supplementary information, if deemed so after opening of bids.*
 - xiii. Applicants are advised that the selection process will be entirely at the discretion of RMC.
- xiv. AWARD OF CONTRACT:**
- After evaluation of bids, Letter of Intent (the "LOI") shall be issued by RMC to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOI submit the Letter of Acceptance (LoA) in acknowledgement and unconditional acceptance thereof along with "Interest Free Security Deposit/Performance bank guarantee" (as per Annexure VI1) and "Advance License Fee for 6 months without consideration of Interest". In the event, the LOA duly signed by the Selected Bidder is not received by the stipulated date, RMC may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOI.

- After submission of LOA along with “Interest free security deposit” and “Advance License Fee of six months”, advertising space shall be handed over to Licensee within 10 days from the date of receipt of payment and Letter of Award will be issued to the selected bidder on “as is where is basis” on the terms and conditions hereunder contained in this tender document.
- The contract/License Agreement shall be executed within 30 days after handing over of the licensed space. Payment of stamp duty on agreement, if any, to be executed in pursuance of this bid shall be borne by successful bidder. The contract period shall commence from the 31st day from the date of handing over of advertising Space.
- After issue of Letter of Award and handing over of advertisement space, the list of the selected LED Display Screens where the licensee shall have Exclusive Outdoor Advertisement Rights immediately after issue of Letter of Acceptance (LOA) is given in Annexure-8.
- Selected bidder will use the period of 30 days as **fitment period** effective from the date of handing over of the advertisement space during which bidder can complete all necessary work required for advertisement operation (including electric connection etc.) No Fee will be charged by RMC for this Fitment period. However, agency will be liable for license fee from the 31st day of handing over of advertisement space irrespective of whether they are able to utilize the advertisement for commercial purpose or not.
- License/contract shall be in effect from the 31st day from date of handing over of advertisement space for the period of one year.
- It will be obligatory on the part of the tenderer to submit advertisement plan to RMC 15 days in advance for approval.
- Selected bidder shall perform the obligations and exercise the rights under the contract/License Agreement within the period prescribed in document. The Selected Bidder shall not be entitled to seek any deviation, modification or **amendment** in the contract/License Agreement.
- The successful bidder agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever, on account of delay in approval by RMC nor engage in any form of correspondence in this regard.
- **License Fee shall** along with other dues shall be payable in advance by the Licensee to RMC on quarterly basis before the commencement of respective quarter.
- Advertisement Tax shall be charged for a minimum area of **122 sq.M.**, as **per Annexure-1** whether fully commercially exploited/utilized or not by Licensee.
- All advertisements are subject to full compliance to technical Parameters of the Outdoor Advertising Policy or any other prevailing applicable policy, statutes, codes etc as applicable from time to time. The licensee can utilise any format of advertisement including and not limited to, visual display by electronic media (without audio), any other innovative advertisement media, digital display (without audio) etc.
- Access to premises for the purpose of placement of advertisements shall be regulated by the office of the Ranchi Municipal Corporation office, Ranchi and the Licensee is required to take necessary permissions in this regard from the office of RMC. It is clarified that the permission to the Licensee shall not be unduly denied.

10) INTEREST FREE SECURITY DEPOSIT:

- i. Successful bidder shall deposit Interest Free Performance Guarantee/Security Deposit to RMC in advance equivalent to **1 (One) year License Fees**, (Per Sqm Per Year License Fees applicable for 122 sq. M. area within 15 days of issue of Lol and will be fixed during the currency of the contract in spite of increase or decrease in minimum area.
- ii. The interest free Security Deposit/Performance Guarantee shall be accepted in the form :
 - a. Bank Draft in favour of “Ranchi Municipal Corporation” payable at Ranchi from a Scheduled Commercial Bank based in India, OR

- b. Fixed Deposit Receipt of a Scheduled Commercial Bank / Post Office based in India duly pledged in favour of Ranchi Municipal Corporation, Ranchi.
- c. Irrevocable Bank Guarantee in the prescribed format (Annexure-VII) issued by the State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks, acceptable to RMC, with branches located in Ranchi and the payment of BG to be made by its Ranchi Branch only. The Bank Guarantee shall be valid for contract/license period plus six months.
- iii. In case of a joint venture, the Interest Free security deposit/ Performance Guarantee shall be submitted in the name of the JV. However, splitting of the Interest Free Security Deposit/ Performance Guarantee (while ensuring the Interest Free Security Deposit / Performance Security is in the name of JV) and its submission by different members of the JV for an amount proportionate to their participation ratio) is also acceptable.
- iv. Interest Free security Deposit/ Performance Guarantee shall be refunded after the completion of full term of the License period from commencement date of contract/license agreement. Interest Free security Deposit/Performance Guarantee will be forfeited after termination of agreement on account of Material Breach of Contract, Licensee's Event of Default non-payment of dues by due date. In such cases, RMC reserves the right to recover balance outstanding amount, after adjusting the dues from forfeited Interest Free Security Deposit / Performance Security and advance License fee, if any. However, no part of the forfeited Interest Free Performance Guarantee/security Deposit shall be refunded in any circumstances.
- v. RMC reserves the right for deduction of RMC dues from Licensee's Interest Free security Deposit/ Performance Guarantee for: -
- Any amount imposed as a fine by RMC for irregularities committed by the successful bidder.
 - Any amount which RMC becomes liable to the Government/Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - Any outstanding payment/ claims of RMC remained due after completion of relevant actions as per agreement.
- vi. Once the amount under above clause is debited, the Licensee shall replenish the Interest Free Performance Guarantee/security Deposit to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default.
- vii. If the licensee surrenders the license granted to it before the expiry of the term of license, then the security deposit and all amounts lying with RMC shall be forfeited.

Payment of Interest Free Security Deposit and Advance License Fee for 6 months (without consideration of Interest) to RMC by Licensee along with Letter of Acceptance.	With 15 days of issue of Letter of Internet.
Advertisement space to be handed over to Selected Bidder.	Within 10 days of receiving Advance License Fee of One quarter and Interest Free Security Deposit/Performance Security
Fitment Period 30 days from the date of handing over of licensed space	Fitment Period 30 days from the date of handing over of licensed space
ommencement of contract/License agreement.	Effective after 30 days from date of handing over of the licensed space.

If bidder fails to comply LOA conditions, the LOA may stand cancelled and Earnest Money/ Security Deposit submitted may be forfeited in favour of "Ranchi Municipal Corporation, Ranchi". No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, Compensation, damages or any other consideration whatsoever on this account.

11) TENURE OF LICENSE AGREEMENT: 5 years and extendable to one more year on the basis of work performed.

- i. License shall come in effect from 31st day from the date of handing over of advertisement space to the agency for a period of five (05) years starting from the commencement date of license agreement.
- ii. RMC shall have the right to examine/review the license agreement to evaluate the performance of the licensee at the end of each year of the license. RMC reserves the right to cancel the license for the remaining period if the performance is found unsatisfactory forfeiting the interest free security deposit in its favour.
- iii. Partial surrender of contract/License agreement shall not be allowed.

12) PAYMENT TERMS AND CONDITIONS:

i. Contract/License shall come in effect after 30 days from the date of handing over of advertisement space and License fee shall be charged from the date of commencement of license till the termination/ completion of agreement. The Licensee shall have to complete his development/ refurbishment etc in all respects within this specified fitment period of 30 days as the License fee shall be applicable from 31st day of handing over.

ii. First installment viz. license fee of 6 months is to be paid in advance along with LoA.

iii. Further instalment, each of the annual license fee as per contract, will have to be paid every three months, 15 days prior of the amount becoming due.

The Licensee will be required to pay the **annual License fee** to the RMC in **four equal quarterly installments**. The license fee quoted by the tenderer to be paid to RMC shall be exclusive of amount to be paid to or any other statutory body, all payments towards taxes, advertisement taxes, duties, royalties, any additional revenue to be shared with statutory bodies, or any other expenditure etc. to be incurred by him / them in future due to enactment of any new laws by the State /Central Govt.

iv. The License fees shall be reviewed at the end of each year. (The quantum of increase shall be @10% per annum.)

v. The Annual license fee is for advertisement space on specified LED Display Screens. No advertising is permitted on the boundary walls and grills placed on it.

vi. The Licensee voluntarily and unequivocally agrees to make all payments due, on the due date irrespective of whether the bills have been raised or not by RMC. In case payment is not made by due date, a 15 day's notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default, RMC shall be entitled to terminate the License with 30 days notice and shall be free to forfeit Interest Free security Deposit/Performance Guarantee and take such other action available to it under this Agreement and as per Law.

vii. **For late payments by the licensee, interest at the rate of 2% per month will be charged.**

viii. Non-payment of License fees and other dues:

Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle RMC to terminate the License Agreement as per provisions stipulated in Para-14.B of the tender. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual delay in number of days, if the payment of License Fee and other dues are not made by the due date with arrears, if any.

- ix. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the contract/License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Guarantee/Security Deposit shall stand forfeited.

13) PENALTY CLAUSE:

Licensee will be penalized up to **Rs.25,000/-** per offence on the following offense:

- i. Late payment of RMC dues up to 10 days.
- ii. Not following the instructions of the RMC Administration regarding Advertisement within 10 days of it being brought to the notice of the licensee.
- iii. Any staff of licensee found in drunken condition/indulging in bad conduct or found creating nuisance in RMC premises
- iv. Dishonor of drafts given by Licensee.
- v. Improper maintenance & defacement of the RMC Property.
- vi. Non submission of quarterly statement of approved plan and actual utilized area of advertisement at each RMC premise.
- vii. Regular joint inspection will be conducted by RMC officials and Licensee. Discrepancy noticed or instructions issued by RMC shall be rectified / complied by the Licensee within a period of 7 days, failing which RMC reserves the right to impose fine upto Rs.25,000/-per instance of violation per week. Deliberate or willful noncompliance of RMC's written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle RMC to en-cash Performance Guarantee in part or full and or terminate the License Agreement after giving 90 days notice to the Licensee.
- viii. Such termination of the contract/License Agreement and forfeiture of the interest free Performance Guarantee/ Security Deposit by RMC shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

14) GENERAL TERMS AND CONDITIONS:

A. TAXES AND OTHER STATUTORY DUES:

- i. GST shall be payable as applicable by the successful bidder.
- ii. Payment of stamp duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by Licensee.
- iii. All Taxes & Municipal taxes like advertisement taxes etc, sharing of revenue with RMC/ local body, if any applicable, on account of maintenance and display of advertisement of LED Display Screen/ advertisement panels shall be borne solely by the licensee.

B. LICENSEE EVENTS OF DEFAULT AND TERMINATION OF LICENSE:

Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:-

- i. If the successful bidder fails to pay License Fee or other amounts due to RMC. Even non-payment of one month License Fee will be considered an Event of Default.
 - ii. If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection". as given below;
 - The Licensee shall take into account the following aspects while selecting advertisements on the LED Display Screens and abide by all the instruction of the authorized RMC representative on the same
 - The advertisement is not prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
 - The advertisement will have no objectionable and indecent portrays of people, products or any terms.

- The use of RMC name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
 - No Surrogate advertisements are permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
 - Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisements space for election related advertisement during the election period and such space should not be dominated/monopolized by any particular party (ies) or candidate(s). Fair and equal opportunity has to be given to all parties/candidates.
 - Any type of audio advertisement including that from Digital Media shall not be allowed.
- iii. If at any time during the subsistence of the contract/License Agreement, there is nonconformity to the contract/License Agreement or any time during the contract/License Agreement, the Licensee indicates its unwillingness to abide by any clause of this contract/License Agreement or repudiates the Agreement.
- iv. If the Licensee is in persistent non-compliance of the written instructions of a RMC officials.
- v. If Licensee is in violation of any of the other Clauses of this tender or license agreement and after written notice from RMC fails to cure the Default to the satisfaction of RMC.
- vi. If the Licensee or any of its representatives cause an incident or accident that results in injury or death of any body or loss to RMC property.
- If any of the above Material Breach and Licensee Events of Default happens, then: RMC, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as decided by RMC. In all other cases of Licensee's Event of Default where specific notice period is not provided, RMC shall issue a Notice to Licensee to cure the Default within 15 days. If the Licensee fails to cure the Default within 15 days, RMC after giving a final 15 days notice shall be entitled to terminate the License Agreement.

vii. TERMINATION OF LICENSE AGREEMENT:

- a) Partial surrender of contract/License agreement shall not be allowed to the Licensee. b) The licensee shall have option to exit from the License Agreement only after a lock in period of one year from the date of commencement of agreement. Licensee shall have to issue three months prior notice to RMC before completion of one year lock in Period. In this case, interest free security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
- c) If the licensee is desirous of surrendering the license agreement before the expiry of one year (Lock-in period) or without giving three month prior notice to RMC before successful completion of one year lock in period, the agreement shall deemed be terminated on the date of receipt of termination / surrender notice in RMC and interest fee Security Deposit/ Performance Security shall stand forfeited in favour of RMC, besides recovering other dues including License fee. Balance outstanding dues, if remained after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recoverable from the licensee. However, no amount of Security Deposit/Performance security shall be refunded. The unused license fee for that particular notice period, if any shall also not be refunded.

viii. CANCELLATION OF CONTRACT IN FULL OR PART:

If the RMC cancels / terminates the contract in full or in part on account of a Force Majeure

- b. Any other cause, which in the absolute discretion of the authority mentioned in contract, is beyond control of the RMC In the event of any one or more of the above courses being adopted by the RMC, the licensee, shall have no claim for any compensation or any losses sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advances on account of or with a view to the execution of the work for the performance of the licensee.

RMC reserve the rights to terminate the contract/License Agreement by giving one month advance notice in such exigency. The contract/License agreement will stand terminated and the Interest Free security Deposit/ Performance Guarantee will be refunded after adjusting outstanding dues, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensee shall remove all the infrastructure installed by him, etc. from RMC premises within 30 days of issue of termination letter, failing which RMC shall be free to use/dispose-off these items in whatever manner as deemed fit and Licensee shall have no claim, compensation or consideration on any account on these media, fixtures etc. In addition, an amount equivalent of 45 days of license fees, as applicable in last quarter before such Termination / Completion / Surrender, shall be charged from the licensee.

In the event of the licensee failing to pay RMC the license fees or any other charges which the licensee may be required to pay, RMC will have the right to terminate the contract/license agreement after giving a Show Cause Notice of 30 days and discontinue/ confiscate the advertisement and other display materials erected and displayed by the licensee and without prejudice to any of its rights shall also forfeit the agency's security deposit.

C. ELECTRIC POWER SUPPLY:

- i. Successful bidder will obtain own electric connection directly from Electricity company/Distribution company/Agency for the display of advertisements on the LED Display Screens allotted under this agreement.
- ii. The agency shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /space allotted under this agreement.
- iii. Agency shall follow the I.E. Rules, Acts for safety of equipment, public & Staff. iv. Agency shall use energy efficient equipment.
- v. All fittings including electrical cabling, calibration and installation of Pre-Paid Energy Meters, etc. are to be installed after obtaining approval from RMC.
- vi. RMC may provide electricity temporarily at the point nearest to the required location during the fitment period (of 30 days) complying all codal provisions & RMC specifications.
- vii. The Agency shall operate and maintain existing DG sets on as in where basis to provide alternate power source to the LED display screens.
- viii. To promote conservation of electricity, it will be appreciated if the illumination at all outdoor advertising space draw from power from alternate renewable resources like solar power. The agency shall install the same at its own cost.

D. FORCE MAJEURE:

Neither RMC nor 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 effect, shall constitute force majeure events:

- i. Earthquake, Flood, Inundation, Landslide.
- ii. Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- iii. Fire caused by reasons not attributable to the Licensee. iv. Acts of terrorism.
- v. War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- vi. Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and

- vii. The License fee for the portion affected due to Force Majeure shall be exempted for the affected period on prorata basis if the period of Force Majeure persists for more than 7 days.
- viii. However, the agency shall obtain insurance policy to cover the entire infrastructure setup of the LED screens, DG sets, Transformers etc.
- ix. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Performance Guarantee & Security Deposits shall be refunded by RMC to the Licensee after adjusting outstanding dues, if any.

E. VACATION OF ADVERTISEMENT SPACE:

- i. The successful bidder shall deliver to the RMC the peaceful vacant physical possession of the contracted/licensed advertisement space (as per annexure-1) with the advertisement panels i.e. the LED Display screens, including the electrical installations etc. at the end of the contract/License Agreement or on termination of the said contract/License Agreement in good working and usable condition. If the contracted/licensed advertisement space along with the LED Display Screen including electrical installation etc. are not handed over in good condition, the RMC shall reserve the right to seek damages and shall be liable to recover costs and expenses to repair/ renovate the said panels / site.
- ii. If the successful bidder fails to vacate the contracted/Licensed LED Display Screens within a grace period of 30 days from the date of termination of the contract/ License agreement, the contracted agency shall be deemed to be an unauthorized/illegal occupant of the said site under the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and amendments thereof. The Licensee will also be liable to pay a penalty @ Rs.50 (Fifty) per Sq. Ft. of entire advertisement space per day for the entire period of such occupation along with the applicable annual license fees. RMC shall also be entitled to forfeit the interest free security deposit of the contract/licensee for such unauthorized and illegal occupation of the said site.
- iii. A certificate from the authorized representative of RMC in proof of agency having vacated the site will be required to be submitted by the Licensee. Any claim of vacation / non-vacation without the endorsement of Station Officers/authorized RMC representative shall not be entertained.
- iv. Licensee shall remove all the media, fixtures etc. from RMC premises within 30 days of issue of termination letter, failing which these media, fixtures etc. shall become property of RMC.

F. ADDITIONAL ADVERTISEMENT SPACE:

- i. Outdoor advertisement rights of additional advertisement space on other existing LED Display Screens installed at same premises other than those listed in Annexure-1, if decided, may also granted to by RMC to the successful bidder on the same rate and other terms and conditions and RMC's decision in this regard shall be final but not binding upon successful bidder. The license fee for such additional advertisement sites shall commence from the first day of month subsequent to month of RMC approval to revised additional plan. The tenure of additional advertisement sites shall be co-terminus with this contract/license agreement.
- ii. If the successful bidder is desirous of surrendering advertisement area over and above minimum area of 782 sq.M. as mentioned in above para, the bidder shall submit the plan for withdrawal of advertisement area for each LED Display Screen. Such plans of surrendering advertisement area at any LED Display Screen not more than once in a quarter. The License fees for the reduced approved area shall be charged from the actual date of removal of such advertisement structure, after certification from RMC or his authorized representative.

G. APPROVAL OF ADVERTISEMENT PLAN:

- i. Successful bidder shall submit advertising plan for advertisement space on existing LED Display Screens (as per annexure-1) indicating type of media and its format etc with

adherence to full compliance to technical Parameters of Outdoor Advertising Policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time, for approval of RMC. However, bidder will be solely responsible for the compliance of applicable laws and adherence to the submitted & approved plan. All the advertising sites proposed by the Licensee in the plan shall be subject to approval by RMC

- ii. In this regard, a committee comprising of RMC officials shall be formed for granting approval. The committee shall communicate its decision in writing within seven working days from the date of submission of proposals by Licensee to RMC for display of advertisements. If RMC does not send any communication within seven working days of its receipt, the proposal for approval of advertisement plan at that particular station shall be considered deemed to be approved by RMC.
- iii. If the plan does not conform to the requirement as mentioned above, RMC may reject the proposals, duly specifying the reason(s) thereof. Successful bidder shall resubmit their plan / proposal after such modification and conforming to the requirement of RMC for approval. Successful bidder shall display advertisements only at the space approved in the above plan.
- iv. If any approval is required to be taken from any local authority for display of the advertisement, the same is the sole responsibility of the successful bidder. RMC may assist in submission of application on written request from the Licensee.
- v. If the contracted agency is desirous of revising already approved advertisement plan at any particular LED Display Screen, the agency shall submit revised advertisement plan for approval of RMC once in a quarter only. The revised advertisement area shall become effective from the first day of month subsequent to month of RMC approval to revised plan irrespective of date of actual utilization.
- vi. Successful bidder shall submit details along with contact Nos. of his authorized representative(s) which shall visit the RMC premises(s), at a short notice, for inspection of advertisement space, failing which inspection done by RMC official(s) shall be final and binding to the Licensee. If during inspection, the advertisement displayed on advertisement space is found different from approved advertisement plan at any site or more than the approved area or on unapproved area; it shall be treated as unauthorized occupancy. The license fee of such unauthorized occupancy shall be charged at double the rate of that rate structure from the first day of that quarter or from the date of previous inspection in which the space was found as per approved plan, whichever is later and shall be charged till a vacation certificate of that unauthorized occupancy from the authorized representative is submitted to RMC. The Licensee shall submit/show to the RMC the plan/text/design of all the commercial Publicity material /advertisements in this regard and shall be liable under the all applicable laws of the land. Licensee is liable to abide by the various laws of State and Statutory Laws relating to advertisement/display of items including those of the RMC

H. INDEMNIFICATION:

- i. All other statutory taxes, statutory dues, local levies, as applicable shall be remitted to the Government by the licensee in addition to the remittance of quoted License Fee to the RMC. The successful bidder shall indemnify RMC from any claims that may arise from the statutory authorities in connection with this License Agreement.
- ii. The successful bidder shall be solely responsible to pay all the statutory payments/dues, taxes and duties, royalties, revenue etc to statutory bodies and RMC shall not in any manner, be responsible for payment of such dues. The successful bidder shall also indemnify RMC against payment of all such dues to statutory bodies and imposition of any penalty due to non-payment of any such dues or any other account whatsoever.

- iii. Successful bidder will provide all the data, material etc required for advertisement operation and shall be solely responsible for display of Digital media on existing LED Display Screens at his own cost. Any damages/liability in this regard will be borne solely and wholly by the agency. The successful bidder shall indemnify and keep indemnified RMC against any loss / damage to any person/ property from any legal suit/claim filed on this account by any third party. The successful bidder will at all times abide by all safety procedures and rules as may be stipulated by local bodies/ RMC from time to time.
- iv. The successful bidder shall fully indemnify RMC against any actions, claim related to design/ patent / trademark etc., and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.
- v. The successful bidder shall indemnify and keep indemnified the RMC against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto.
- vi. The successful bidder agrees and undertakes to indemnify and keep indemnified RMC harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the RMC as a result of any breach committed by him on this account.
- vii. The advertising rights for the above mentioned licensed site shall vest with the licensee. Any person who wishes to advertise on the LED Display Screen at the above mentioned site will deal directly with the licensee and will have no dealing with the RMC or make any claim on the RMC for omission or commission etc of the Licensee. The licensee shall indemnify and keep indemnified the RMC from any such claims or actions.
- viii. The successful bidder shall obtain electricity connection for lighting of the LED Display Screen from JSEB/ local electricity supply body. In such case the party shall indemnify RMC from any liabilities arising out of non-payment of dues/ imposition of penalty/ any other charges due to JSEB/ local electricity supply body and RMC shall not in any manner be responsible for payment of such dues/ penalty etc.

I. REGULATION OF UTILIZATION OF ADVERTISEMENT SPACE:

- i. Successful bidder shall be at liberty to choose the media introduce any format, its design, and type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of advertisement space specified in Para-3 of the tender document. Agency may utilize state of art technology prevalent anywhere globally after approval from RMC.
- ii. If it is found that the agency had displayed the advertisement without permission in excess of the permissible area, agency shall be liable to be charged for such advertisements/excess space at ten times of the rate tendered and may also lead to cancellation of contract, and all amounts lying with RMC including the interest free security deposit shall be forfeited. Use of the boundary wall and railings/grills over it or any space other than Annexure-1 for advertisements is strictly prohibited will lead to cancellation of the license agreement and interest free security deposit in favour of the RMC shall stand forfeited. The bidder shall not to seek any claim, compensation, damages or any other consideration on this account.
- iii. Th existing LED Display screens in Annexure - 1 are the sole property of RMC naturally and after the termination/expiry of the contract naturally or prematurely. iv. The electrical installations will also become the sole property of RMC after the termination of the contract naturally or prematurely. The agency voluntarily agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- v. It shall be the sole responsibility of the bidder to obtain all the permissions/approvals from RMC/statutory bodies and to comply with directions of Honorable Supreme Court in this regard and should confirm to the relevant provisions of the Outdoor Advertisement Policy and the same shall be shall be modified by the bidder as and when amended by RMC/ local body.

The successful bidder shall be solely responsible for following/ obeying all the parameters/ laws/ bye-laws/ acts/ rules implemented by RMC /local body and the directions of the Honorable Supreme Court in this regard.

- vi. The successful bidder shall maintain a proper record of advertisement being displayed, no. of LED Display Screen and display area in use and submit a report on weekly basis.
- vii. The successful bidder shall comply with the laws of land including Pollution Control Board and Jharkhand Fire Service guidelines, regulating the advertisements/displays. RMC shall not be liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- viii. The Licensee is prohibited from displaying any advertisement containing the following nature of contents or as amended by statutory bodies or Supreme Court Guidelines from time to time viz. Nudity, Racial advertisements or advertisements propagating caste, community or ethnic differences, Advertisement promoting drugs, alcohol, cigarette or tobacco items, Advertisements propagating exploitation of women or child, Advertisement having sexual overtone, Advertisement depicting cruelty to animals, Advertisement depicting any nation or institution in poor light, Advertisement casting aspersion of any brand or person, Advertisement banned by the Advertisement Council of India or by law, Advertisement glorifying violence, Destructive devices and explosives depicting items, Lottery tickets, sweepstakes entries and slot machines related advertisements, Any psychedelic, laser or moving displays, Advertisement of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.), Advertisements which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing, Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986, Advertisement linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860; or Political advertisements or Any other items considered inappropriate by the municipal bodies.
- ix. The bidder shall be solely responsible for contents of the publicity material put on display and RMC shall be indemnified by the licensee from penalty imposed by any local/ statutory body due to violation of any guideline/ statute in this regard.
- x. The bidder shall also strictly abide by safety guidelines as may be issued by local bodies/RMC from time to time.
- xi. The bidder will ensure that he should not permit any nuisance at the site or should not do anything which shall cause unnecessary disturbance or inconvenience to the nearby footballs stadium and to the public generally.
- xii. The bidder shall be responsible for obtaining all mandatory approvals from any local /municipal authority for displaying the advertisement. The bidder will be solely responsible obtaining the required permission(s) from statutory local bodies. In case any fine is imposed on RMC due to not obtaining of such approvals the same will be recovered from security deposit of the licensee and the licensee shall recoup/ make good the security deposit to that extent within 15 days of such debit by Directorate.

NOTE: BEFORE SUBMITTING THE TENDER, THE TENDERER IS ADVISED TO ASCERTAIN FROM STATUTORY BODY AND SATISFY HIMSELF ABOUT THE ISSUE OF GRANT OF PERMISSION FOR DISPLAY OF ADVERTISEMENT ON LED DISPLAY SCREENS. RMC SHALL IN NO WAY BE RESPONSIBLE FOR ANY DELAY OR REFUSAL OF GRANT OF APPROVAL BY STATUTORY AUTHORITIES.

J. **STATEMENT OF ACCOUNTS:** The bidder shall maintain proper record of the advertisements displayed by him in respect of each LED Display screen and produce the same on demand before the RMC or any other officer authorized by him in this behalf.

Contracted agency shall submit the quarterly statement to RMC to utilize for advertisement at each LED Display Screen for each advertisement plan. If the actual advertisement displayed at any LED Display Screen is found to be different from the approved advertisement plan, the license fee shall be charged for actual advertisement displayed at double the rate for whole month.

MINIMUM MATERIAL SPECIFICATIONS:

- i. Licensee shall use advertisement conforming to international standards of high quality.
- ii. Advertisement space on existing LED Display Screens will be provided to Licensee on “*as is where is basis*” for the purpose of advertisement complying Outdoor Advertising Policy as applicable.
- iii. Successful bidder shall ensure that entire advertisement space are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the location/site. If commercial advertisement is not available for any LED Display Screen, the same should be utilized to display a message as decided by RMC. At no stage, any installed LED Display screen shall be left unattended/Barren.

L. THE CONTRACT /LICENSE IS NOT TRANSFERABLE.

The Licensee shall not be permitted to sub-license his rights under this License Agreement to any third party without the prior written permission of the RMC. The licensee shall be obliged to carry out its obligations under the license Agreement entirely at its own risk and cost.

15) GENERAL OBLIGATIONS OF SUCCESSFUL BIDDER:

- i. Successful Bidder shall keep and maintain the LED Display Screens in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective material should be replaced immediately within 7 working days with new proper material after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
- ii. Successful bidder shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations in RMC premises. All the agency's personnel shall be required to possess ID card while working in RMC's premises as per prevailing procedure.
- iii. The advertisement rights will be granted to the successful bidder on exclusivity basis. RMC shall not engage any third party for commercial advertisement on advertisement space of these earmarked LED Display Screens during the currency of License period.
- iv. Successful bidder shall comply with the laws of land including Jharkhand Pollution Control Board guidelines regarding advertisement/display. RMC will not be held liable for any change/modification in the laws that adversely affect the contract agreement. Successful bidder shall have no right / claim in this regard, whatsoever the reason may be.
- v. Successful bidder will not ask for any claim or seek any compensation from RMC if advertisement at any advertisement space inside any premises is not permitted due to court order/local laws/civil authorities.
- vi. Successful bidder hereby indemnifies RMC against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- vii. Successful bidder undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Agency shall indemnify RMC against any liability arising in connection with the employment of its

personnel in the said premises by Licensee. Licensee hereby undertakes to carry out full compliance with RMC's policies regulations prevalent at that time.

viii. **Successful bidder undertakes that;**

- a) It shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise;
- b) That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by RMC in favour of successful bidder in or in respect of the said LED Display Screens, except to carry out their activities over the granted advertisement space in accordance to terms and conditions of tender; and
- c) That the rights, which successful bidder shall have in relation to the said LED Display Screens will be only those set out in this tender/contract agreement.

16) RMC'S RIGHTS IN RESPECT OF CONTRACT/LICENSEAGREEMENT

- i. RMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to or the Bidding Process, including any error or mistake therein or in any information or data given by RMC.
- ii. RMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to RMC by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- iii. For repeated violation of instructions, breach of contract agreement, RMC has the right to cancel the contract by giving Show Cause Notice at the risk and cost of the successful bidder including forfeiture of all amounts, interest free security deposit included in favour of RMC. In case of any activity which can be deemed criminal, RMC reserves the right to cancel the contract and forfeit all submissions including the interest free security deposit in its favour with or without any notice.
- iv. RMC reserves its right to withdraw any site listed in Annexure 1, However, RMC shall exercise the option of withdrawal of advertisement site sparingly and after due consultation with the agency. The successful bidder hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The successful bidder shall vacate the premises of such stations within a period of 30 days from such intimation.
- v. The RMC reserves the right to accept or reject any tender. Authority for acceptance of the tender will rest solely with the RMC, which does not bind itself to accept any tender and not to assign any reason for rejecting the same. RMC reserves the right for deduction of the amount from interest free security deposit which becomes liable to be paid on the following grounds:
 - a. Any amount which RMC becomes liable to pay to the Government /Third party on behalf of any default of the successful bidder or any of his/her/their servant/agent/employees or staff.
 - b. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - c. Once the amount under this clause is debited, the successful bidder shall recoup the security deposit to the extent the amount is debited within 15 DAYS of such debit by RMC failing which it will be treated as breach of contract agreement and may lead to termination of agreement with forfeiture of all amounts including interest free security deposit in favour of RMC.

17) CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising RMC in relation to, or matters arising out of, or concerning the Bidding Process. RMC shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. RMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or RMC or as may be required by law or in connection with any legal process.

18) ARBITRATION:

- i. Arbitrator: All disputes relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall be referred to Arbitrator(s) appointed by RMC on receipt of such request from either party. The Sole Arbitrator shall be a retired judge of the Supreme Court of India/ a High Court. The place of Arbitration shall be Ranchi. All the arbitration proceedings shall be conducted in English and in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. Each party shall bear its own costs and equally share the fees of the Arbitrator unless Arbitrator decides otherwise. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the parties.
- ii. Jurisdiction: All disputes arising from the contract shall be subject to the exclusive jurisdiction of the courts of Ranchi.
- iii. Governing Law: The agreement will be governed in all respect by the Laws of India. iv. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to RMC as per the contract/License Agreement.

19) MISCELLANEOUS:

- i. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. During the bidding process no dispute of any type would be entertained. Even in such cases where RMC asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the selected bidder and RMC shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement *after signing the License Agreement*. The courts at Ranchi shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- ii. It shall be deemed that by submitting the Bid, the Bidder agrees and releases RMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- iii. The and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this , in the event of any conflict between them, the priority shall be in the following order:

a) License Agreement

- b) Document; i.e. the License Agreement above shall prevail over tender document. iv. In case of any correction/addition/alteration/omission in the tender document observed at any stage, the bid shall be treated as non-responsive and shall be rejected.

**DETAILS OF ADVERTISING SPACE OFFERED FOR EXCLUSIVE OUTDOOR
ADVERTISEMENT RIGHTS**

List of Advertising space						
Sl No	Location	Panel	Size (In meters)	Qty	Advertisement Space/Area	
					(Sq ft.)	(Sqm)
1	Morabadi Ground, Ranchi	LED Display	10x6	11	7101.60	660
2	Near Vodaphone Office, Hinoo Bridge	LED Display	5x8	1	430.4	40
3	Women's College Science Block, Circular Road.	LED Display	5x8	1	430.4	40
4	Near Railway Bridge, HEC gate Bypass Road.	LED Display	14x3	1	451.92	42
Total				=	8414.32	782

Note-1: Area indicated above is approximate. Actual area measured at the time of handing over shall be final. If there is any variation in area the License Fee and other dues shall be charged for actual area handed over.

Note-2: The Advertising space on prefabricated LED Display Screens in RMC premises offered on license basis is available on "**as is where is basis**".

BID FORM
(To be submitted on company's letter head)

No:

Dated:

To,

The Municipal Commissioner,
Ranchi Municipal Corporation,
Ranchi-834001

Sub: Bid for “allotment of exclusive outdoor advertisement rights for display of the advertisements on the LED Display Screens with O&M installed at Morabadi Ground, Ranchi.

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid allotment of contract for outdoor advertisement rights on earmarked LED Display Screens on License Fee basis from Ranchi Municipal Corporation. The Bid is unconditional and unqualified.

1. I/ We acknowledge that RMC shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the successful bidder for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. I/ We shall make available to RMC any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of RMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by RMC; and
 - b) I/ We do not have any conflict of interest in accordance with provisions of the document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the document, in respect of any Bid or request for proposal issued by or any agreement entered into with RMC; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e) The undertakings given by me/us along with the Application in response to the for the above subject were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.

6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by RMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject contract/License Agreement and the terms and implementation thereof.
7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a contract/License Agreement in accordance with all the terms and conditions of this tender and agree to abide by the same.
8. I/ We have studied all the Bidding Documents carefully and also surveyed the LED Display Screens at Morabadi Ground (as mentioned in Annexure-1). We understand that except to the extent as expressly set-forth in the contract/License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by RMC or in respect of any matter arising out of or relating to the Bidding Process including the award of contract/License Agreement.
9. I/ We offer due Bid Security (EMD) of Rs 10,00,000/- (Ten Lakhs Rupees)) to RMC in accordance with the Document. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the RMC, I/We agree that the Directorate shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid tender document. Earnest Money will be refunded to us without any interest thereof if our tender is not accepted.
- 10.I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the contract/licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
- 11.I/We further undertake that after the expiry of the contract period or pre-mature termination of the contract as per clause of General Terms & Conditions of Contract. We shall have no lien or any rights whatsoever on the said LED Display Screen allotted by the RMC.
- 12.The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender document, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. I/We are satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. I/We are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.
- 13.I/We agree and undertake to be jointly and severally liable for all the obligations of the contract/Licensee under the contract/License Agreement for the contract/License period in accordance with the Agreement.
- 14.I/we agree that the cost of **Stamp Duty** for execution of License Agreement, **Registration Charges** and any other related Lega Documentation charges/incidental charges in pursuance of this tender will be borne by us.
- 15.I/We agree that all Taxes/Municipal Taxes if any shall be solely borne by us. Service tax as applicable from time to time shall also be paid by us.
- 16.I/We agree that the advertising panels i.e. LED Display Screens installed in RMC premises is the property of RMC and shall remain property of RMC during contract period and after expiry of contract period or premature termination of contract agreement. The agency shall not make any claim/ compensation on this account including electrical works, cabling, fittings/fixtures meters etc. which shall become the property of the Ranchi Municipal Corporation after the expiry/termination of the contract agreement.
- 17.I/we agree not to seek any claim or compensation from RMC if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.

18.I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the tender document.

19.I/We hereby submit bid documents duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith. In witness thereof, I/we submit this Bid under and in accordance with the terms of the tender document.

Yours

**(Signature, name and designation of the
Authorised signatory) Name and seal of
Bidder/Lead Member**

Date:

Place:

GENERAL INFORMATION OF THE BIDDER

1. **Name of Bidder :** _____
2. Complete postal address (with Telephone/FAX Nos./E-Mail)
 - i. Corporate Office: _____
 - ii. Addresses of all branch offices in India: _____
3. In case of Consortium/JV the information above shall be provided for all the members of the consortium.
4. Other information regarding role of each member:

Sl. No.	Name of Member	Proportion of Equity to be held in the Consortium	Role
1			
2			
3			

* Specify whether Lead Member/ Ordinary Member Signed

5. Details of the contact person who shall serve as point of communication with RMC within company:
 - a. Name :
 - b. Designation :
 - c. Address :
 - d. Telephone Number :
 - e. Fax Number :
 - f. E-Mail Address :
6. Please indicate details and strength of bidder Co. in respect of following:
Total value of revenue from advertisement businesses conducted in the last three (3) years
(The above details shall be given year wise along with the name of clients in the form of self Certification along with the details as applicable]
7. Complete profile of company
8. Advertisement plan for LED Display Screens

(Name of the Authorized Signatory) For
and on behalf of (Name
of the Bidder)
Designation

Place: Date:

CONSORTIUM AGREEMENT/MEMORANDUM OF UNDERSTANDING

This Consortium Agreement/Memorandum of Agreement is executed at Ranchi on this day of _____, 2018.

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the "LEAD MEMBER" which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ("Participant member") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and acting through its _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ("Participant member") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

WHEREAS Ranchi Municipal Corporation (hereinafter referred to as "RMC") has invited Bids for the "allotment of contract for Exclusive Media Rights display of the advertisements at the LED Display Screens with O&M installed at Morabadi Ground, Ranchi" in terms of the Bid documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by RMC for participating in the bid by the Consortium for which the Bid has been floated by RMC.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between them.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY

WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for "allotment of contract for Exclusive Media Rights display of the advertisements at the LED Display Screens with O&M installed at Morabadi Ground,Ranchi" in terms of the Bid invited by Ranchi Municipal Corporation (RMC).

2. That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RMC for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid contract/license, in case the Consortium turns out to be the successful bidder in the bid being invited by RMC for the said purpose.
3. That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for selection of highest responsive bidder.
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
 - i. The Lead Member shall have ____ per cent (____%) of share holding with reference to the Consortium for this specified license agreement.
 - ii. The Participant Member shall have ____ (____%) of share holding with reference to the Consortium for this specified license agreement.
6. That in case to meet the requirements of bid documents or any other stipulations of RMC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of RMC.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)
Authorized Signatory For
(Name of company)
2. (_____)
Authorized Signatory
For (Name of company)
3. (_____)
Authorized Signatory For
(Name of company)

Enclosure: Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**UNDERTAKING FOR RESPONSIBILITY
(On Rs. 100/- stamp paper duly notarized)**

_____ as a lead member of the consortium of ____ companies; namely _____ (Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with RMC in respect of Licensing of _____:-

- 1) That, we Solely undertake that _____ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with contract/License agreement pertaining to “allotment of contract for Exclusive Media Rights display of the advertisements at the LED Display Screens with O&M installed at Morabadi Ground, Ranchi” with RMC.
- 2) That, all consortium members are jointly or severally responsible for all commitments / liabilities/ dues etc to RMC.
- 3) That, we further confirm that, the stake holding of lead member-_____ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, insure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
- 4) We also confirm that our consortium was made on Dt._____, for seeking contract/license for outdoor advertisement of advertisement space on LED Display Screens installed in the premises of Morabadi Ground, Ranchi as per outdoor advertisement policy, and in support of which a copy of our Board Resolution is attached with this Undertaking.
(Authorized/ CEO of all _____ consortium members to sign on undertaking with witness signatures) 1. _____
2. _____ Witness:
1.
2.

FINANCIAL BID FORM
(To be submitted on company's letter head)

No.
To,

Date:

**The Municipal Commissioner,
Ranchi Municipal Corporation,
Ranchi-834001**

Sir,

With reference to the tender No. _____ dated _____ for "allotment of contract for Exclusive Media Rights display of the advertisements at the LED Display Screens with O&M installed at Morabadi Ground, Ranchi", we have carefully studied scope and objectives of contract/license agreement for outdoor advertisement rights and based on these, I/ We hereby submit our Financial Bid for the captioned Bid. If the contract/License is awarded to me/us, I/ we agree to make the following payments to RMC as per terms and conditions set forth in the tender Document.

I/ We hereby submit the Financial Bid for the captioned bid and quote the rate of license fees for displaying commercial advertisements as per the Schedule(s) as given below.

Sl No	Description	Display Size	Qty	ZONE	Minimum Reserve Price (in Rs/Year)	Quoted Price	
						Amount of Yearly license fee (in INR)	Rate (in Rs per Sq.ft. per year)
1	Morabadi Ground, Ranchi.	10m x 6m	11	B	33000		347.29
2	Near Vodaphone Office, Hinoo Bridge	5m x 8m	1	A	5000		405.17
3	Women's Science Block, Circular Road.	5m x 8m	1	A	5000		405.17
4	Near Railway Bridge, HEC gate Bypass Road.	14m x 3m	1	B	3000		347.29
Total excluding all taxes payable to RMC/ GST etc.		182 Sq. Mt.	14		46000	License fee- (in Fig.) License fee- (in words)	

Note:

1. All the taxes (service tax etc.) & Municipal taxes (sharing of revenue with RMC, if applicable), on account of outdoor advertisement business operations shall be borne solely by the successful bidder(s).
2. Successful bidder shall be decided on the basis of highest price quoted by bidder(s) for all the three LED Display Screens viz. total advertisement space of 782 Sq.M.
3. In case two bidders quote the same price, then bidder having highest turnover in last financial year will be awarded the contract/license.
4. All the columns of price bid format should be filled. Incomplete financial bids will be considered Non-responsive and shall be rejected.
5. Rate of License fee for advertisement rights of additional advertisement space shall be calculated on the basis of respective price quoted for each site. These rates shall be valid during the currency of contract period.

Affirmation:

- a) I / we affirm that the total price given above represents the Net Price to be paid to RMC by us on account of outdoor advertisement rights of selected LED Display Screens, if allotted to us, for advertisement operations as per terms and conditions of tender and in accordance with the scope of work and price and is exclusive of all expenses and incidentals etc. In particular, the price is also exclusive of taxes to be paid to MCD/NDMC or any other regulating agency or service taxes etc I/We undertake to make the payments to RMC as /per terms and conditions of the Bid document and shall bear all the cost of running advertisement operations including electricity expenses, cost of approval/permission from regulatory bodies for advertisement business, complete operation and maintenance of advertisement space, taxes payable to regulatory bodies for running outdoor advertisement business, consultancy fee, or any other expenses becoming due for advertisement operations etc and no claim will be made on account of any expenses to be incurred during the validity of the work order.
- b) This offer is being made by me/ us after taking into consideration all the terms and conditions stated in the Bid document, and after careful assessment of the Space of 782 sq. m. as per Annexure -1 offered, all risks and contingencies and all other conditions that may affect the financial Bid.
- c) The other utility charges like electricity, statutory dues/ taxes, local levies, etc. as applicable from time to time will be paid as extra charges by us to the concerned agencies directly without any delay or failure and proof of deposit of such taxes will be made available to RMC, if required for any audit purpose.

Authorized signatory

Date:

FORMAT FOR INTEREST FREE SECURITY DEPOSIT/BANK GUARANTEE

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks with branches located in Ranchi only on non-judicial stamp paper of appropriate value) BANK GUARANTEE NO. _____ dated _____ This Deed of Guarantee executed at _____

Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of The Ranchi Municipal Corporation (hereinafter called “RMC”), having its office at Ranchi Municipal Corporation, Ranchi-834001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

1. RMC, with a view to augment its income through non-operating revenue, had earlier invited tender for “allotment of contract for Exclusive Media Rights display of the advertisements at the LED Display Screens with O&M installed at Morabadi Ground, Ranchi”.
2. The Licensee shall manage, operate, maintain, market and sell the advertisement space on earmarked LED Display Screens as specified in this agreement at its own cost. Details of the advertisement space on LED Display Screens identified in Morabadi Ground premises have been approved by RMC for letting out advertisement rights (as per Annexure-1) for outdoor advertisement purpose.
3. RMC has agreed to provide to the Licensee the advertising space (as per annexure 1) on “as is where is basis”, on the terms and conditions hereunder contained in this otherwise terminated/surrendered earlier or extended further License Agreement.
4. This License is for a period of five (5) years from the commencement date and may be extended for more one year on the basis of work performance.
5. The tender offer submitted by M/s _____ having their registered office at _____ has been accepted by RMC vide LOA No. _____ dated _____.
6. As per the terms of the above mentioned LOA, the Licensee has exclusive rights to display advertisements media on the LED Display Screens (as per annexure-1) installed in Morabadi ground, as per Outdoor Advertisement Policy, handed over/approved to the Licensee for the duration of the License.
7. The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to RMC.
8. The Licensee shall also: -
 - i. bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement; and
 - ii. not assign or create any lien or encumbrance on the License hereby granted or on the whole or any part of the Project Facility nor transfer, lease/ License or part possession therewith save and except as expressly permitted by the License Agreement.
9. The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs. _____ (Rupees _____ only) i.e. equivalent to six months of License fee as per provisions of the License Agreement, as security for the performance and fulfillment of all its responsibilities and obligations as per the **LICENSE Agreement**. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of RMC.

10. Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of RMC for the due payment of Rs. _____ (Rupees _____ only).
by _____ (Name of Bank) having its Head

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: -

- a) The Guarantor, as primary obligor shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to RMC an amount not exceeding Rs. _____ (Rupees _____ only), on the same working day of receipt of a written demand from RMC, calling upon the Guarantor to pay the said amount and stating that the Bank Guarantee provided by the Licensee has been forfeited.
- b) The Guarantor agrees that RMC shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of RMC in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between RMC and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- c) Any such demand made on the Guarantor by RMC shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.
- d) This Guarantee shall be irrevocable, valid and remain in full force till the end of the License Period, or for such extended period as may be mutually agreed between RMC and the Licensee, and shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by RMC after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of RMC and further subject to adjustment for all damages suffered by RMC.
- e) This Guarantee is unconditional and irrevocable till such time RMC discharges this guarantee by issuing a letter to the Guarantor in this behalf.
- f) The Guarantor undertakes to pay the amount mentioned herein as principal debtor and not a surety and it shall not be necessary for RMC to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that RMC may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.
- g) The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by RMC against the Licensee or any indulgence shown by RMC to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of RMC or any indulgence by RMC to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.
- h) The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.
- i) The Bank agrees that RMC at its option shall be entitled to enforce this guarantee during its currency against the bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that RMC may have in relation to Licensee's liabilities.
- j) The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.
- k) The expressions "Bank" and "Licensee" hereinbefore used shall include their respective successors and assigns.
- l) The Courts at Ranchi shall have exclusive jurisdiction to adjudicate on any or all matter arising under this Guarantee.

- m) The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.
- n) This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without RMC's prior consent in writing. This Guarantee is valid for a period of _____ Months from the date of signing.

[The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of License Agreement.]

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank.

Signature of authorized Bank official Name:

Designation: _____ I.D.

No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered for and on behalf of the Bank by the above named

_____ In the presence of:

Witness-1

Signature _____

Name _____ Address _____

Witness-2

Signature _____

Name _____

Address _____