

REQUEST FOR PROPOSAL

**Engagement of Agency for Construction of Unipole's And
Award Of Advertisement Rights**

Second Call

RFP No: 24

Dated: 16.12.2019

Tender No: 2019_UAD_69756-1

**Commissioner
Municipal Corporation Satna
Near Circuit House, In Front of Gayatri Mandir, Satna– 485001 (MP)
Phone: 07672-228818**

1. INSTRUCTIONS TO BIDDERS	8
2. DIRECTIONS TO THE BIDDERS	9
3. DEFINITIONS AND INTERPRETATIONS	10
4. GENERAL CONDITIONS	12
5. INTRODUCTION	13
6. OVERVIEW OF PROJECT	17
7. REGISTRATION ON OUTDOOR MEDIA MANAGEMENT SYSTEM	17
8. SCOPE OF WORK	18
9. AUTHORISATION PERIOD	19
10. MINIMUM ANNUAL AUTHORISATION FEE	19
11. EXTENSION PERIOD	20
12. PAYMENT TERMS	20
13. PROPOSAL PREPARATION COST	21
14. DUE DILIGENCE	21
15. CLARIFICATION ON RFP DOCUMENT	21
16. AMENDMENT OF BIDDING DOCUMENTS	22
17. PRE BID CONFERENCE	22
18. DOCUMENTS CONSTITUTING BID	23
19. PREPARATION OF BID	23
20. BIDDING PROCESS / SUBMISSION OF TENDER	24
21. VALIDITY OF OFFER	24
22. SITE VISIT AND VERIFICATION OF INFORMATION	25
23. PROJECT SITE	26
24. LOCAL CONDITIONS	26
25. ASSIGNMENT OF ADVERTISING RIGHTS	27
26. SCOPE OF BID	27
27. CONTENTS OF BIDS	28
28. BIDDING GENERAL TERMS:	28
29. PROPRIETARY DATA	29
30. TESTS OF RESPONSIVENESS	29
31. ELIGIBILITY CRITERIA	30
32. SELECTION PROCESS	31
33. EVALUATION FOR PREFERRED APPLICANT (AUTHORISEE)	32
34. APPOINTMENT OF AUTHORISEE	32
35. TERM OF THE AUTHORISATION AGREEMENT	33
36. MANDATORY PARTICIPATION IN BIDDING OF PACKAGES	33
37. EARNEST MONEY DEPOSIT (EMD)	33
38. PERFORMANCE SECURITY	34
39. RELEASE OF PERFORMANCE SECURITY	34
40. SIGNING OF AUTHORISATION AGREEMENT	35
41. DISPUTES	35
42. DISQUALIFICATION	36
43. MAINTENANCE OF ALL UNIPOLES DURING CONTRACT PERIOD	37

44. TAXES	38
45. ROLES & RESPONSIBILITIES	38
46. COMPLIANCE TO RULES, REGULATIONS, INSTRUCTIONS AND STATUTORY PROVISIONS	43
47. AUTHORISEE RESPONSIBILITY FOR PUBLIC LIABILITY AND AGAINST ALL CLAIMS, ACT LOSSES ETC	43
48. THE COMMISSIONER MCS, AUTHORITY TO RECOVER THE COST IN CASE OF ANY DEFAULT	43
49. INSURANCE	43
50. INDEMNITY	43
51. SERVING OF NOTICES	44
52. TERMINATION OF CONTRACT ON BREACH	44
53. SHIFTING / REMOVAL / DEMOLITION OF UNIPOLES	46
54. TRANSFER OF RIGHTS	46
55. ACCEPTANCE / REJECTION OF TENDER.	47
56. JURISDICTION OF COURT	47
57. WRITTEN AGREEMENT	47
58. ENTIRE AGREEMENT	47
59. FORCE MAJEURE	48
60. COUNTER OFFER	49
61. DISPUTE SETTLEMENT MECHANISM	49
62. DEVELOPMENT BRIEF	52
63. SCOPE OF WORK	53
64. DEVELOPMENT CONTROLS	53
65. STRUCTURAL SPECIFICATIONS	53
66. DEVELOPMENT CRITERIA	56
67. STRUCTURAL SPECIFICATIONS AND STANDARDS	57
69. DISPLAY AREA ON UNIPOLES	58
70. ELECTRICITY CONNECTION	59
71. SHIFTING / REMOVAL / DEMOLITION OF UNIPOLE'S	59
72. REMOVAL OF ADVERTISEMENT ON EXPIRY OF CONTRACT BY THE AUTHORISEE	60
73. SITE DEVELOPMENT RELATED SPECIFICATIONS	60
74. OTHER STANDARDS	61
75. MAINTENANCE AND PERFORMANCE STANDARDS	62
77. MAINTENANCE PERFORMANCE STANDARDS	63
78. MAINTENANCE OF OUTDOOR MEDIA DEVICES AND REMOVAL OF UNAUTHORISED ADVERTISEMENTS	63
79. REPORTING AND MONITORING	65
80. OFFENCES AND PENALTIES	65
81. TRAFFIC HAZARD POTENTIAL DEPENDENCIES	66
82. SITE SELECTION CRITERIA	67
83. DEVELOPMENT CRITERIA	68
84. PHYSICAL CHARACTERISTICS	68
85. PROHIBITED AREAS	71
86. LIST OF NEGATIVE ADVERTISEMENT	72
DECLARATION	73
ANNEXE - 1 – UNIPOLE PACKAGES MINIMUM ANNUAL AUTHORISATION FEE	74

ANNEXE - 2 - COVERING LETTER	76
ANNEXE - 3 – PROJECT UNDERTAKING	78
ANNEXE - 4 - FORMAT FOR LETTER OF UNDERTAKING FOR TECHNICAL BID	80
ANNEXE - 5 - FORMAT FOR LETTER OF APPLICATION	81
ANNEXE - 6 - NO – BLACKLISTING DECLARATION	82
ANNEXE - 7 - FORMAT OF BANK GUARANTEE	83
ANNEXE - 8 - GENERAL INFORMATION	84
ANNEXE - 9 - FORMAT FOR POWER OF ATTORNEY FOR SIGNING APPLICATION/PROPOSAL	85
ANNEXE - 10 - MINIMUM PACKAGE PRICE OFFER COMMITMENT IN BIDDING	86
ANNEXE - 11 - FORMAT FOR PROJECT UNDERTAKING	87
ANNEXE - 12 – FORMAT FOR AFFIDAVIT	88
ANNEXE - 13 – PROPOSED UNIPOLE DESIGN	89
ANNEXE - 14 – UNIPOLE PACKAGES	90

Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether orally or in documentary or any other form by or on behalf of the Commissioner, Municipal Corporation Satna or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Commissioner, Municipal Corporation Satna (here after it will be referred as Municipal Corporation Satna) to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflects the intentions of the Municipal Corporation Satna in relation to the Engagement of Agency for Construction of Unipole's And Award Of Advertisement Rights.

The Municipal Corporation Satna, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or part, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Municipal Corporation Satna also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Municipal Corporation Satna may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Municipal Corporation Satna is bound to award the Licensee or to appoint the Selected Licensee, as the case may be, for the award of license for installation of Unipole on the identified locations and the Municipal Corporation Satna reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Municipal Corporation Satna shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Request For Proposal

The Municipal Corporation, Satna (MCS) invites online tender for “**Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights**”

The Technical Bid Seals (Hashes) will be received online on the portal www.mptenders.gov.in on or before 07.01.2020 up to 17:00 Hrs.

The RFP documents can be downloaded electronically upon payment of the above non-refundable Document Fees; payment shall be made online only on www.mptenders.gov.in.

Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document.

Brief Schedule of bidding activities is as below:

Engagement Of Agency For Construction Of Unipole’s And Award Of Advertisement Rights

COST OF BID DOCUMENT (NON REFUNDABLE)	₹ 5,000
EARNEST MONEY DEPOSIT (EMD)	₹ 2,00,000
ISSUE OF RFP	16.12.2019
PRE BID METTING	26.12.2019, 14:00 Hrs
PURCHASE OF RFP END DATE	06.01.2020, 17:00 Hrs
BID SUBMISSION END DATE	07.01.2020, 17:00 Hrs
HARDBOUND BID SUBMISSION END DATE	08.01.2020, 17:00 Hrs
OPENING OF TECHNICAL BID	10.01.2020, 15:00 Hrs
OPENING OF FINANCIAL BID	Shall Be Informed At Later Stage

The detailed terms and conditions for participating in the electronic bidding are given in the Request for Proposal (RFP), which can be purchased by the applicants from the website, www.mptenders.gov.in.

The Tender document is available for bidding. Tender form can be purchased online only from e-portal www.mptenders.gov.in by making online payment of Rs.5,000/-.

Earnest Money Deposit (EMD) have to be made online on www.mptenders.gov.in., favouring Commissioner, Municipal Corporation Satna to avail the participation rights in Bidding.

Interested eligible applicants may obtain further information from the office of MCS. The project consists of works as mentioned in the RFP document. A firm/firms will be selected under the procedure as described in the detailed RFP. Conditional Tenders will not be accepted. MCS has right to accept/reject any bid without assigning any reason. MCS reserves all rights to reject whole or part of the Proposal, all or any proposal and to modify the terms and conditions.

Do not tamper, alter or change the contents of the document. If at any time it is found that the document has been tampered, altered, modified or changed, necessary applicable action, including legal will be taken against the said party, besides forfeiture of all submissions to MCS.

Municipal Corporation, Satna

SECTION I
INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

- A. Bidders are required to read carefully the contents of this document including Technical Capabilities.
- B. The bidders shall have to submit their Technical Bid online only on www.mptenders.gov.in and upload the relevant documents from as per key dates. Earnest Money Deposit (EMD) have to be made online on www.mptenders.gov.in, favouring Commissioner, Municipal Corporation Satna to avail the participation rights in Bidding. The hard copy of technical documents should reach the office of the Hoarding Cell, Municipal Corporation, Satna by 08.01.2020 up to 17.00 Hrs. through speed post A.D. or hand delivery Municipal Corporation, Satna, will not be responsible for any postal delays.
- C. Tender form can be purchased online only from e-portal www.mptenders.gov.in by making online payment of Rs.5,000/-. The last date of purchase of tender 07.01.2020 to 17:00 Hrs.
- D. The Technical Bid Data should be filled and the Technical Bid envelope and the documents which are to be uploaded by the Bidders should be submitted online as per time schedule (key Dates). Earnest Money Deposit (EMD) have to be made online on www.mptenders.gov.in, favouring Commissioner, Municipal Corporation Satna to avail the participation rights in bidding.
- E. The Bidders shall have to submit their technical bids online only on www.mptenders.gov.in and upload the relevant documents from as per time schedule (key Dates).
- F. The Bidders, who purchased the online tender form, may only attend the pre bid meeting.
- G. Bidders are to complete the tender form and provide all the other documents/information in sufficient detail. The completed tender application form and other documents must be prepared and submitted in original, and must be so marked. Submittals from bidders will be evaluated on the basis of their experience and their technical, administrative and financial capability to perform the contract. Poor past performance record such as abandoning of works; blacklisting by any government organisation or agency; non payment of license fee to Municipal Corporation Satna; not properly completing contracts; litigation history, financial failure , etc., may lead to rejection.
- H. All documents must be in English language and each page of the Tender Application Form must be duly completed. Each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the contract. Any unsigned and unstamped document will not be considered.
- I. Bidders should note clearly the last date and time of submittal of the tender applications. No late or delayed applications will be accepted. Bidders are reminded that no supplementary material would be entertained by Municipal Corporation Satna. However Municipal Corporation Satna may, if necessary, at its sole discretion ask for any clarification regarding the submitted tender and/or other documents.
- J. Bidders and/or successful bidder who are/is found to have made any misleading or false representations in the tender including any statements, attachments, document, Performa's & Annexure submitted as proof of the requirements, shall be disqualified.
- K. The successful bidder shall have to ensure the following within 15 days of issue of letter of acceptance to avoid cancellation of acceptance.

- a. Payment of Security Deposit / Performance Security.
- b. Advance payment of one quarter i.e. 3 months Authorisation Fee.
- c. Payment of any other dues as may be indicated in the letter of acceptance.
- d. Submission of affidavits on stamp papers (Non-Judicial).
- e. Submission of all risks Insurance Policy valid (renewal) for entire Authorisation Period.

2. DIRECTIONS TO THE BIDDERS

- (a) Each Unipole shall be of standard size as defined in Annexe-14 and may contain advertisement on both sides as per the viability of the site as defined in Annexe-14.
- (b) The Authorisee shall get proposed Unipole fabricated and Installed, strictly as per specifications, process, size and standards mentioned in this RFP.
- (c) The Authorisee shall construct Unipole only on the earmarked sites by Municipal Corporation Satna , meeting minimum site requirements as mentioned in this RFP. Any violation shall result in immediate cancellation of the contract without any prior notice. Municipal Corporation Satna has marked all the proposed installation locations on map, Authorisee has to obtain these maps from the office of Municipal Corporation Satna before commencing the installation work.
- (d) The Authorisee has to incur all expenses: The Authorisee shall incur all expenses related to installation, erection, Electrical Installation on Unipole and Structural design of Unipole, designed & certified by Structural Engineer, the certified structural design & drawing submitted by Authorisee shall be further verified by Municipal Corporation Satna . Under No circumstances Municipal Corporation Satna shall bear any charges related to the installation and erection and maintenance of equipments at Unipole. The Authorisee shall have to get the structural plans approved by the Structural Engineer of good repute duly approved by Municipal Corporation Satna , at his own cost.
- (e) In order to promote green energy, all Unipole Signage shall be lit using LED based system mandatorily. No generator running on diesel/petrol/kerosene or any bio fuel would be allowed for providing power for illumination. Electrical connections at Unipole shall be in accordance with the relevant Indian Standards. All power supply (SMPS) shall be BIS approved and waterproof tested for minimum IP-67 grade.
- (f) The electrical installation work shall be performed by A class registered licensed electrical contractor/ worker in accordance with the relevant Electricity Regulation and, the Wiring Rules and the relevant electricity supplier's requirements.
- (g) While installing the Unipole or during the authorisation period, the Authorisee shall not cause any damage to any street furniture/pavement of the street, in any manner whatsoever.
- (h) The Unipole shall be structurally sound and maintained in good and properly secured condition. A Structural Engineer practicing in the field of structural engineering shall certify the structures. Authorisee will be responsible for any structural inadequacy or any damage or casualty happens through Unipole. The Authorisee has to every year submit the structure soundness certificate of all the Unipole in the office of Commissioner, Municipal Corporation Satna .
- (i) The supporting structure shall have a non-reflective finish to prevent glare.

- (j) The Unipole equipments and structures shall be well maintained in such a manner that are consistent with, and enhance, the surrounding area.
- (k) The Authorisee shall be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the Unipole and the consequential claim or claims shall be borne by the Authorisee who will also indemnify and safeguard the Municipal Corporation Satna in respect of any such claim or claims. The Authorisee of the Unipole shall be liable to buy insurance against public liability.

3. DEFINITIONS AND INTERPRETATIONS

3.1. DEFINITIONS

“Agreement” or Authorisation Agreement” shall mean the Authorisation Agreement entered among the Municipal Corporation Satna & Authorisee/Service Provider.

“MCS” shall mean Municipal Corporation Satna (MCS)

“Authorisee”/“Service Provider” shall mean the selected Preferred Bidder selected and nominated by the “Municipal Corporation Satna” to implement the Project on the terms and conditions stipulated in the Authorisation Agreement.

“Bid or Detailed Bid or Proposal” shall mean each Bid (one per project) submitted by the Bidder for any or all of the projects, in response to this RFP including clarifications and/or amendments to RFP, if any.

“Bidder” shall mean an Entity / Individual who participate in Real Time Bidding

“Bid Security” shall mean the security furnished by the Bidder in the form of Online Payment, as stipulated in the RFP document.

“Bid Evaluation Committee” shall mean the committee constituted by the Municipal Corporation Satna for evaluating the Bids.

“Base Price” shall mean the Minimum Price on which Bidder quote their Price Offer in Financial bidding (Highest Offered Price from eligible bidders set as Base Price).

“Compliance Date” shall be as defined in the Draft Authorisation Agreement. “Commercial Operation Date” or “COD” means the date upon which the Authorisee commences commercial operations of the Project i.e Assignment of Advertising Rights.

“Contract Period” or “Authorisation Period” shall mean number of year’s license period starting six months from the date of “Signing of the Authorisation Agreement” for project implementation.

“Project Location” is an individual location for installation of Unipole.

“Commercial Bid” shall have the meaning as set forth in the RFP document. “Firm” shall mean a single legal entity, which is a Registered Body.

“Due Date” shall mean the last date for submission/receipt of the Bid, as mentioned in the RFP document.

“Grantor” shall mean Municipal Corporation (MCS), Satna.

“Letter of Acceptance” or “LOA” means the letter issued by Municipal Corporation Satna to the Successful Bidder to install Unipole in conformity with the terms and conditions set forth in the RFP.

“LED Lights” means the latest technology energy efficient lighting. LED stands for ‘Light Emitting Diode’, a semiconductor device that converts electricity into light.

“Minimum Development Obligations” or “Essential Facilities” shall mean the Minimum Development Requirements to be met by the Preferred Bidder/Authorisee in implementation of each of the Projects; the details of the Minimum Development Obligations are given in the RFP.

“Prohibited Area” means any portion or area and streets where installation of Unipole is not permitted.

“Operations Period” means the period commencing from COD and ending on the expiry or prior termination of this Agreement Period;

“Payment Period” is the period for which an invoice has been submitted by the Service Provider for the service operated by the Service Provider. This shall be, unless otherwise modified, be a period of fourteen (14) days.

“Preferred Bidder” shall mean the successful Bidder, whose Bid is declared as the Bid with the highest license fee quoted for the project as a result of the Bid evaluation process as set forth in this RFP document.

“Project” means, Design, Development, Implementation, Operation and Maintenance of Unipole in designated spaces in Satna and subject to the provisions of this RFP and Agreement, (i) financing, construction/installation at the site, implementation, completion, commissioning, management, operation and maintenance of the Project, execution of the works and all activities incidental thereto, such as engineering, testing, installation, commissioning and insurance etc., by the Authorisee during the Authorisation Period; and (ii) the transfer of the Project/Project Facilities by the Authorisee to Grantor or its nominated agency at the end of the Authorisation Period by efflux of time or prior termination;

“Project Agreement” shall mean Authorisation Agreement and any other legal documents as mutually agreed to between the Municipal Corporation Satna and the Preferred Bidder, necessary for implementing the Project.

“Project Completion Period” shall mean the total period in which the construction of the project (as per the designs) and certified by Grantor or its nominated agency.

“Request for Proposal or RFP” shall mean this document.

“Technical Criteria” or “Criteria” shall mean the criteria stipulated in the RFP, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Commercial Bid.

Any other term(s) not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

3.2. INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

- II. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- III. Reference to any gender includes the other gender;
- IV. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;

- V. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- VI. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- VII. Any reference to a person shall include such person’s successors and permitted assignees;
- VIII. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- IX. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- X. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
- XI. The terms "hereof", "Herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- XII. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Authorisation Agreement shall prevail over and supersede the provisions of other documents.
- XIII. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
- XIV. All capitalised words and expressions used in the RFP but not defined therein shall have the same meaning as ascribed to them in the Agreement.

4. GENERAL CONDITIONS

1. This section should be read in conjunction with other sections of RFP. The words and expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, unless separately defined.
2. The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid/s for the subject Project/s. The prescribed formats for submission of Bids are as per the Section-III of the RFP.
3. The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats.
4. The prospective bidders are required to inspect the location of Unipole defined in Annexe-14 and after inspection of the site of the proposed Unipole they may quote the rates in eAuction. The tenderer submitting the tender will be considered to have accepted all the terms and conditions and no further terms and conditions will be accepted. No enquiries in written or

orally will be entertained with regard to acceptance/rejection of the tender. Any attempt on the part of the tenderer to influence any official/officer of this Organisation will disqualify the tender. Unipole locations shall be available on “as is where basis” as per defined in Annexe-14 to the successful bidder. The prospective bidders should satisfy themselves as to the suitability of the proposed location of Unipole for purposes of erection/installation of Unipole.

5. The Grant of Authorisation; interest, ownership and rights with regard to Unipole erected/ installed by the Authorisee for Municipal Corporation Satna along with fixtures/fittings provided therein shall vest with the Municipal Corporation Satna except that these will be operated and maintained by the Authorisee during the Authorisation Period. The title, interest in and ownership of land remain with the land owning agency.

5. INTRODUCTION

1. With the growth of economy, advertisement has become a necessity in our daily life making the informed purchase decision making. Outdoor Advertisement brings convenience to people, yet causes serious problems because of poor management at the same time. For drivers and managers, traditional outdoor advertisement formats hasn't met their needs in efficiency, security and performance. Therefore, the need for a Smart Outdoor Advertisement formats with high efficiency and high security is indispensable for people in the modern society.
2. Municipal Corporation Satna - MCS (the “Authority”) envisages creation of state-of-the-art public infrastructure facilities with a principal view to establish Satna as a user friendly and Smart City. Effective outdoor media management is an essential tool to facilitate the efficient use of public space and to ensure free passage for pedestrians, motorists, public transport, and Users. In addition, appropriate outdoor advertisement management can ensure that outdoor advertisers compensate the city for the use of valuable land on which they install outdoor media device and advertise.
3. Unipole Locations - Municipal Corporation Satna will assign specific areas for Development, Implementation, Operation and Maintenance of Unipole to the Successful Bidder within Municipal Corporation Satna Control Area. The Successful Bidder will be responsible for Development, Implementation, Operation and Maintenance of Unipole.
4. Municipal Corporation Satna is now issuing “Request for Proposal” (RFP) and inviting online proposals from the eligible bidders for Design, Development, Implementation, Operation and Maintenance of Unipole on designated spaces in Satna in the portal www.mptenders.gov.in.

S. No.	Key Information	Details
1	Project	Engagement of Agency for Construction of Unipole's And Award Of Advertisement Rights
2	Grantor	Municipal Corporation Satna

S. No.	Key Information	Details
3	Project Components	<p>The design of Unipole shall be safe, modern, innovative, technology driven and shall ensure structural stability and safety as per the minimum development obligations provided in this RFP. The design of Unipole's shall be modern, innovative, creative, and attractive and shall ensure structural stability and safety as per the model design attach with the RFP.</p> <p>Before execution of the Unipole's installation, the selected developer shall get the proof checking of the structural designs and drawings of the each Unipole's by certified structural engineer by certified structural engineer at his own cost and it shall be approved by Municipal Corporation Satna .</p> <p>Facilitate the regular visit, of the MCS officials and MCS appointed consultant (if any), to the site during construction of Unipole's and certification in the site register that the structural designs and drawings are being correctly interpreted at site and the finishing is of acceptable quality.</p> <p>The Model Unipole's Design with specifications is provided along with this RFP. The selected developer shall undertake the Unipole's development and implementation strictly in accordance with the following minimum specifications and as per the provisions of Madhya Pradesh Outdoor Advertisement Media Rules, 2017.</p> <p>The minimum development obligation for development/installation of Unipole with specifications are provided in this RFP. The selected Authorisee shall undertake the Unipole development/ installation and implementation strictly in accordance with the minimum development obligation.</p>
4	Project Location	Municipal Corporation Satna Control Area (As Per Annexe-14)
5	Mandatory bidding Condition	The bidder have to mandatory bid for minimum Three (3) unipole packages and if in case, bidder bid for lesser unipole packages, in that case bidders H1 Package offering will not be considered.
6	Development Controls/ Guidelines	Madhya Pradesh Outdoor Advertisement Media Rules - 2017 and all applicable guidelines including Indian Road Congress Guidelines/National Highway Authority of India (NHAI) regulations and any other regulations issued by any other Statutory Authorities applicable within the jurisdiction of Municipal Corporation Satna.
7	Technical Specifications	<p>Madhya Pradesh Outdoor Advertisement Media Rules - 2017, Generally as per applicable BIS Codes and Ministry of Road Transport and Highways (MORTH) regulations, Indian Road Congress Code (IRCC) and any other applicable Indian Standards or its equivalent.</p> <p>Few details provided in followed sections of this RFP document.</p>

S. No.	Key Information	Details
8	Minimum Development Obligations (MDOs)	<p>The Unipole shall be installed and operationalised by the Authorisee within Three (3) months from the agreement date/Date of Clear Site Handover from MCS in accordance with the RFP stipulations.</p> <p>Operate and Maintain the Project facilities as per the ISO-9001:2008 Standards or equivalent.</p>
Bid Conditions & Evaluation		
9	Bid Eligibility Criteria	Bidder shall meet the Eligibility criterion defined in this RFP
10	Bid Security ~ Earnest Money Deposit (EMD)	<p>Earnest Money Deposit (EMD) have to be made online on www.mptenders.gov.in., favouring Commissioner, Municipal Corporation Satna to avail the participation rights in Bidding.</p> <p>Earnest Money Deposit (EMD) have to be paid in stipulated time period to avail the participation rights in the Bidding. Late payments shall not grant access to the bidding. The payment options at www.mptenders.gov.in are Credit Cards or Debit Cards or Net Banking. Receipt will be mailed to Email ID of the Tenderer.</p>
11	Pre condition for Signing Authorization Agreement (Only Preferred Bidder after receipt of Letter of Award)	<p>Signing of Authorisation Agreement is within 30 days from the issue of Letter of Award (LoA). The following are the pre-conditions for signing of Authorisation Agreement:</p> <p>1. Submission of Operation Performance Security</p>
12	Operations Performance Security (By Selected Service Provider Only)	<p>An irrevocable and unconditional Bank Guarantee from a Nationalized/ Scheduled Bank payable at Satna for an amount equivalent to the 3 (Three) times of the Monthly Authorisation Fee (MLF) per Unipole Package (as quoted by the bidder).</p> <p>The Operation Performance Security shall be submitted by the Authorisee on achieving the operations of the project and prior to signing the Authorization Agreement with Municipal Corporation Satna. However, in the event of deposition of security deposit by way of Bank Guarantee the period of the same shall be for the entire contract period plus 6 months.</p>
13	Authorisation Period	<p>The Authorisation period will be Three (3) years, which shall be further auto extended for another Three (3) years (3 + 3). Authorisation period shall start after completion of Moratorium Period of Three (3) months.</p> <p>The Authorisee shall install/erect all the Unipoles mentioned under this RFP document for a Authorisation Period of Three (3) years, which shall be further auto extended for another Three (3) years (3 + 3).</p>

S. No.	Key Information	Details
14	Moratorium Period	Moratorium Period will be Three (3) months from the award of work. Municipal Corporation Satna shall check the erection/ installation work of all Unipole before allowing the advertisement rights to Authorisee and in case the work is not completed in totality up to the satisfaction of Municipal Corporation Satna then Display of advertisement rights shall not be given to the Authorisee, but Authorisation Fees shall be charged after the completion of Moratorium Period i.e. Three (3) months from the award of work. Municipal Corporation Satna will not charge the Authorisee the Authorisation Fees for the first Three (3) months from the date of work order.
15	Package Wise Minimum Annual Authorisation Fee	The Package Wise Minimum Annual Authorisation Fee is mentioned in Annexe-1 (exclusive of all taxes).
16	Selection of Bidder	The selection of Successful Bidder will be done on H1 basis through bidding i.e. Maximum Revenue Quoted (Annual Authorisation Fee + Premium) . The Applicant who has offered highest quoted Annal Authorisation Fee for the package to be payable to the Municipal Corporation Satna for the Project (“H1 Applicant”) shall be the best preferred applicant (Authorisee). Only those Bidders qualified in technical bid, will be considered for financial bid opening on www.mptenders.gov.in . The highest Revenue Quoted is the Bid Winning Parameter through bidding.
17	Mandatory Minimum Package Price Quote For Bidding	The Bidder has to put price offer for all the Packages on www.mptenders.gov.in . If Bidder does not put his price offer for all the Packages then his offer will not be considered even bidder has offered highest price offer for any of the package.
18	A Pre Bid Conference will be held	Address: Office of The Commissioner, Municipal Corporation, Satna, Near Circuit House, In Front of Gayatri Mandir, Satna– 485001 (MP), Phone: 07672-228818. Date of Pre-Bid Conference: 26 December 2019, Time: 15:00 hrs.
19	The Proposals must be submitted no later than	Date: 07 January 2020 Time: 17:00 Hrs local time Address: Municipal Corporation, Satna Near Circuit House, In Front of Gayatri Mandir, Satna– 485001 (MP), Phone: 07672-228818.
20	Bid Validity	180 days from the due date of Bid submission
21	Bid Evaluation	a) Outer Envelope: Mandatory Compliance b) Technical Bid Evaluation: Bidders whose bids are responsive and also meet the Eligibility Criteria shall only be undertaken for further evaluation. c) bidding: Only technically qualified firms / bidders will only participate in bidding.

6. OVERVIEW OF PROJECT

Municipal Corporation Satna hereby invites bids for **Engagement of Agency for Construction of Unipole's And Award Of Advertisement Rights** in Satna for the Authorisation period of Three (3) years (including moratorium period).

7. REGISTRATION ON OUTDOOR MEDIA MANAGEMENT SYSTEM

- (a) To participate in this tender bidders have to register themselves with Municipal Corporation Satna online on Outdoor Media Management System using online process on www.smcomms.org as per the provision of Madhya Pradesh Outdoor Advertisement Media Rules - 2017.
- (b) This registration is compulsory for all the bidders who want to participate in e-Auctioning of Unipole.
- (c) Registration shall be valid for a period of three (3) years.
- (d) The registering entity shall pay the Registration Fee online only on Outdoor Media Management System using online process on www.smcomms.org as per the provision of Madhya Pradesh Outdoor Advertisement Media Rules - 2017 i.e. Rs.10000/-(Ten Thousand Only).
- (e) The Municipal Corporation Satna shall upon receiving application for registration, reject or accept the same.
- (f) The Agency(s) who have outstanding dues of Municipal Corporation Satna or has been blacklisted by Municipal Corporation Satna , are not eligible to register on Outdoor Media Management System of Municipal Corporation Satna .
- (g) The bidder who is a defaulter or blacklisted by Municipal Corporation Satna before the date of opening of techno commercial Bid are not eligible to register on Outdoor Media Management System of Municipal Corporation Satna .
- (h) The firm/agency/individual who have not paid the licensee fee or have outstanding dues to Municipal Corporation Satna of previously allotted/installed outdoor advertisement space/ structure or who is a defaulter or blacklisted by Municipal Corporation Satna , is by merely registering on Outdoor Media Management System of Municipal Corporation Satna , shall not make them eligible to participate in any tendering process of Municipal Corporation Satna and they will not make any application for OMD installation on private property also, if they make any OMD application on private property the application concerned shall be rejected without further notice to such applicant.

AGENCY REGISTRATION FEES:

Sr. No.	Description	Amount (Rs)
1	<i>Agency Registration Fees</i>	₹ 10000

8. SCOPE OF WORK

The Authorisee will install, maintain, and operate and advertise on Unipoles. Technical specifications for specific components are described.

- (a) Municipal Corporation Satna has earmarked the locations for installation/erection of Unipole's, all the locations are mapped on GPS.
- (b) Further using the identified locations the Packages of Unipole's has been created for eAuction. Under no circumstances Unipole installation locations in these packages will be altered or modified or changed.
- (c) Successful Bidders shall be responsible for Installation, construction of Unipole's on at specified location identified by Municipal Corporation Satna as per the package. The maximum time period for completion of the Erection/Installation of all Unipoles' as per the package awarded shall be Three (3) months (including rainy season).
- (d) Municipal Corporation Satna shall award the rights to the Highest Bidder of each Package of Unipole to Install, Construct and Advertise as per the e-Auction.
- (e) Advertisement rights on all Unipole's, shall be given to successful bidders i.e. "The Authorisee" by Municipal Corporation Satna only after the successful completion of the Installation, construction work of Unipole's in totality as per the package.
- (f) The license fee shall be charged after the completion of Moratorium Period and Moratorium Period will be of Three (3) months from the issue date of Work Order. Municipal Corporation Satna will hand over the identified locations for installation/erection of Unipole's to the Authorisee. Authorisee will be allowed for commercial advertisement on Unipole's only after successful completion of Installation / Erection of Unipole's, the Municipal Corporation Satna will start charging the license fee immediately after completion of moratorium period of Three (3) months from the date of Work Order.
- (g) In addition to the license fee, the Authorisee shall deposit bank guarantee as a performance security of an amount equivalent to the quarterly license fee payable to the Municipal Corporation Satna in advance.
- (h) The Authorisee shall also be fully responsible for Maintenance of all Unipole's. Maintenance of all Unipole's will done as per the standards stipulated in Minimum Development Obligation's (MDOs).
- (i) Electricity connection & paying of electricity bills of all Unipole's will be the responsibility of Successful Bidder/agency.
- (j) The successful bidder of the Unipole's Package/(es) shall be liable to buy insurance against public liability.
- (k) For the entire contract period essential services are to be provided by the Authorisee.
- (l) The Authorisee has to transfer all the Unipole's to Municipal Corporation Satna in sound condition at the end of Authorisation Period.
- (m) The Authorisee can install/erect all the Unipole's mentioned under this RFP document for a period of Three (3) years as per following detail.

9. AUTHORISATION PERIOD

- (a) Authorisation period shall be for Three (3) years as per following detail.
- (b) Signing of Authorisation Agreement within 45 days from the date of issue of Letter of Allotment (LOA).
- (c) Period of Construction and Installation of Unipole's (Moratorium Period) will be Three (3) months from the date of signing of agreement or Three (3) months, subject to handover of clear site by Municipal Corporation Satna .
- (d) The Authorization Period of contract for Unipole's shall be for Three (3) Years commencing after completion of Moratorium Period. The time period for erection/installation, construction of the entire Unipole's (Moratorium Period) 03 months & extension of time may be given to the Authorisee in view of valid reasons.
- (e) Extension of time period for the erection/installation, construction of Unipole's may be given by the Authorisee for reasons beyond the control of Authorisee. The reason for granting the extension for the construction period shall be delay in the handing over of the site to the Authorisee and delay in the start of the work due to the impediment of the underground/overhead utility shifting (if any), however all utility shifting will be the responsibility of the Authorisee and no payment will be given for the shifting.
- (f) Further, in view of the ensuing any important event of national or state pride in which government publicity is sought/desired or required, the Municipal Corporation Satna may withdraw the advertising rights temporarily for a period, to be specified at the appropriate time with a notice of 05 days for displaying the related advertisement.

10. MINIMUM ANNUAL AUTHORISATION FEE

- (a) The **Minimum Annual Authorisation Fee** (Package wise) is mentioned in **Annexe-1** (exclusive of all taxes).
- (b) The Applicant whose price offer (**Minimum Annual Authorisation Fee + Premium**) has the highest quoted price offer to be payable to the Municipal Corporation Satna for the Project ("H1 Applicant") shall be the best preferred Authorisee.
- (c) The Authorisee would Quarterly pay to Municipal Corporation Satna the **Quoted Minimum Authorisation Fee (Minimum Annual Authorisation Fee + Premium)** (exclusive of all taxes) as quoted by Authorisee throughout the Authorisation period.
- (d) The Quoted Annual Authorisation Fee (**Minimum Annual Authorisation Fee + Premium**) for the assigned Unipole Package shall be enhanced @ 5% from the 2nd year onwards up to 03 years or up to the extended term on compounding basis.

11. EXTENSION PERIOD

The Authorisation Period will be extended for another Six (6) years (3 + 3), considering the two term of Three (3) years extension based on the performance of the Authorisee and solely at the discretion of Commissioner, Municipal Corporation Satna, subject to;

- a) Timely payment of Authorisation fee;
- b) Adherence of Minimum Development obligations;
- c) Annual structural audit compliance of Unipoles.

12. PAYMENT TERMS

- (a) The Authorisee has to pay the quarterly Authorisation Fee as per Unipole Package in advance on quarterly basis. In addition to advance quarterly Authorisation fee, the Authorisee should also deposit the applicable GST along with Quarterly Authorisation Fees. The payment should be made online only on Outdoor Media Management System of Municipal Corporation Satna on www.bmconline.gov.in.
- (b) The Authorisation Fees shall be payable by the Authorisee in advance on a quarterly basis as per provision of Madhya Pradesh Outdoor Advertisement Media Rules - 2017.
- (c) The Authorisee shall pay all duties and taxes in consequence of its obligations under this Authorisation Agreement, and the quarterly Authorisation fee shall not be adjusted for such costs. Any changes in service tax /other taxes as applicable after the implementation of the GST bill shall be added on prorate basis on the applicable tariff for all categories rounded off to the nearest rupee.
- (d) In addition to the Advance Quarterly Authorisation Fee, the Authorisee shall deposit bank guarantee as a performance security of an amount equivalent to the Quarterly Authorisation Fee payable to the Municipal Corporation Satna as per provision of the Authorisation Agreement in advance valid for entire Authorisation Period (renewable in every 12 months based on the revised Annual Authorisation Fee).
- (e) The Authorisee shall pay Authorisation Fee to Municipal Corporation Satna on quarterly basis by the 7th day of the subsequent quarter in advance of each quarter throughout the Authorisation Period, along with necessary detailed reports related to the Quarterly Authorisation Fee and proof for submission of taxes and duties, as applicable.
- (f) Failure to pay the Quarterly Authorisation Fee in time will attract as per provision of Rule - 22 - Offences and Penalties (2) of Madhya Pradesh Outdoor Advertisement Media Rules - 2017. In case of non-payment of Quarterly Authorisation Fee for a period of one subsequent Quarter, Municipal Corporation Satna will encash the Performance Security equivalent to the outstanding Quarterly Authorisation Fee. Thereafter, the Authorisee will have to resubmit the Performance Security of full amount within fifteen days from the date of such encashment. If the Authorisee fails to resubmit the Performance Security of full amount within the said fifteen

days, then Municipal Corporation Satna shall terminate the agreement and no compensation would be paid for the investment undertaken by the Authorisee.

- (g) In case the payment of Quarterly Authorisation Fee along with penalty as stated above is not received continuously for Two (2) Quarters then Commissioner, Municipal Corporation Satna shall be at liberty to terminate the contract without giving Notice and the amount equivalent to remaining Authorisation Fee plus interest plus penalty if any will be recovered from the security deposit and the rest of the amount of security deposit will be forfeited.
- (h) Authorisation Fees per Unipole Package shall be enhanced @5% (of the quoted Annual Authorisation Fee by the bidder) from the second (02) year onwards up to third (03) year or up to the extended Term of the quoted license fee on compounding basis.

13. PROPOSAL PREPARATION COST

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

14. DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required by the RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

15. CLARIFICATION ON RFP DOCUMENT

In the event that any Bidder requires any clarification on the RFP, such Bidder are expected to send their queries to Municipal Corporation Satna in writing by post, courier, or by facsimile at least 24 (twenty four) hours prior to the time of the Pre-Bid Meeting at the following addresses / fax number in order to enable Municipal Corporation Satna to have adequate notice of the said queries so that the same may be addressed at the Pre Bid Meeting:

Municipal Corporation Satna

Address: Near Circuit House, In Front of Gayatri Mandir, Satna– 485001 (MP)

eMail: commsatna@mpurban.gov.in

Phone: 07672-228818

Nothing in this section shall be taken to mean or read as compelling or requiring Municipal Corporation Satna to respond to any questions or to provide any clarification to a query. Municipal Corporation Satna reserves the right to not respond to questions it perceives as non-relevant

which may be raised by a Bidder or not to provide clarifications if Municipal Corporation Satna in its sole discretion considers that no reply is necessary.

No extension of Deadline for Submission of Bids will be granted on the basis or grounds that Municipal Corporation Satna has not responded to any question or provided any clarification to a query.

16. AMENDMENT OF BIDDING DOCUMENTS

At any time before the Deadline for Submission of Bids, Municipal Corporation Satna may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by amendment. Any amendments / modifications to the RFP Document, which may become necessary for any reason, shall be through the issue of addendum(s) to the RFP which shall set forth the said amendments / modifications thereto (hereinafter referred to as the "Addendum(s).") If required, in order to allow prospective Bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, Municipal Corporation Satna, reserves the right to extend the Deadline for the Submission of Bids. However no request from the prospective Bidder(s), shall be binding on Municipal Corporation Satna for the same.

17. PRE BID CONFERENCE

- (a) A pre-bid conference will be held on the date specified in the RFP (Schedule of Bidding Process), at the office of the Commissioner, Municipal Corporation Satna and the Potential Bidder/Bidder's designated representative(s) are invited to attend the same.
- (b) Bidders are advised to contact Municipal Corporation Satna to indicate whether or not they will attend and, if so, the number of attendee(s) and their names, designation , etc., at least two (2) working days prior to the date of the pre-bid conference.
- (c) The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and Project site and RFP document, if any.
- (d) Pursuant to the Pre Bid Meeting, the terms and conditions of the RFP Document will be frozen with or without amendments thereto as applicable.
- (e) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the Addendum(s) will be binding on all the Bidders irrespective of their attendance at the Pre-Bid Meeting
- (f) Municipal Corporation Satna may, at its sole discretion, extend the Deadline for Submission of Bids.
- (g) The Bidders should submit the queries in writing or by fax or e-mail and the same should reach to Municipal Corporation Satna at least two (2) working days before the pre-bid conference along with a soft copy of the same to Municipal Corporation Satna by e-mail.

(h) Minutes of the pre-bid conference will be sent to all Bidders, which will subsequently form an addendum to this RFP, as required.

(i) A pre-bid conference will be held:

Municipal Corporation Satna
Address: Near Circuit House
In Front of Gayatri Mandir, Satna– 485001 (MP)
eMail: commsatna@mpurban.gov.in
Phone: 07672-228818
Date of pre-bid conference: 26 December 2019, Time: 15:00 hrs.

18. DOCUMENTS CONSTITUTING BID

The documents constituting the Bid shall be as follows:

Technical Bid with Online Submission of Bid Security

In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in the RFP Document along with all documents required to be submitted as per the said Annexure including without limitation to any Memorandum of Understanding and the Bid Security. The said Technical Bids shall be evaluated by Municipal Corporation Satna in its sole discretion.

19. PREPARATION OF BID

19.1. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Municipal Corporation Satna shall be written in English language only. However, in case Bidder chooses to enclose certain supporting document(s) in any language other than English, then the Bidder shall also enclose certified / authentic translated copies of the same in English language. Any such document, which is not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

19.2. Bid Currency

All prices quoted in the Bid shall be quoted in Indian Rupee(s) (INR).

19.3. Format of Earnest Money Deposit (“EMD”) or Bid Security

Earnest Money Deposit (EMD) of Rs.2,00,000/- (Two Lakhs) have to be made online on www.mptenders.gov.in. or through Demand Draft (DD) or FDR, favouring Commissioner, Municipal Corporation Satna to avail the participation rights in Bidding.

19.4. Currency of Bid Security

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

Bidding shall be open to firms (which include companies, partnerships, and proprietary concerns), duly registered cooperative societies, and consortiums and Joint Venture (JV) are not allowed to participate in this bidding.

19.5. Authentication of Bid

The Technical Bid will be received online on the portal www.mptenders.gov.in on or before 07.01.2020 upto 17:00 Hrs. The Technical Bid will be opened in the office of the undersigned as mention tender time schedule (key date) If desired, the bidders or their duly authorised representatives may remain present at the time of opening of tender.

The Technical Bid shall preferably be type written and shall be signed by a person or persons duly authorised by the Bidder. The person or persons signing the Bid shall initial all pages of the Bid.

19.6. Validation of Interlineations in Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

20. BIDDING PROCESS / SUBMISSION OF TENDER

- (a) Duly filled and signed Tenders should be submitted online and one physical copy of Technical Bid addressed to the Office of the Near Circuit House, In Front of Gayatri Mandir, Satna–485001 (MP), hard bound, in the sealed cover duly super scribed with Tender for **“Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”** This main outer envelope should contain a separate and sealed envelopes inside – (A) Techno-commercial Bid, after online submission on or before due date as mentioned in RFP.
- (b) Tender should be submitted online on or before due date as mentioned in RFP. Only the Technically Qualified bidders may participate in the “bidding”. The price offer quoted in Real Time bidding by Successful Bidder should be kept valid for 180 days from the date of opening of the Techno Commercial Bids. If the Bidder withdraws his offer before the said date, the earnest money (EMD) will be forfeited in full.
- (c) The decision of the Municipal Corporation Satna to this effect shall be final and binding on the tenderer(s). The Technical bid will be opened in front of the Committee, at the Office of the Commissioner, Municipal Corporation Satna, Satna (MP).

21. VALIDITY OF OFFER

- (a) The Proposal shall remain valid for a period not less than One Eighty (180) days from the date of opening of financial bid (Offer Validity Period). Municipal Corporation Satna reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of Municipal Corporation Satna.
- (b) A bidder agreeing to the request will not be allowed to modify the proposal, but would be required to extend the validity of its EMD for the period of extension.

22. SITE VISIT AND VERIFICATION OF INFORMATION

- (a) While preparing the Bid, the Bidder shall consider the information provided in this RFP in totality and is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the RFP will be at the Bidder's own risk and may lead to disqualification of the bid as being non responsive.
- (b) The technical details given in Sections of this RFP are based on the site status and assumptions of Municipal Corporation Satna. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be the 'owner' of all the data, which forms the basis of the Bid and shall have no claims whatsoever on Municipal Corporation Satna or its agencies or its Advisors regarding the accuracy of the data or designs, information, etc. furnished in the RFP.
- (c) It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - I. Made a complete and careful examination of requirements and other information set forth in this RFP document.
 - II. Examined all the relevant information as it has received from Municipal Corporation Satna in respect of the project.
- (d) Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Authorisation Agreement, including but not limited to
 - I. The Project Site(s)
 - II. Availability of suitable materials and technology for construction and operation.
 - III. All other matters that might affect its performance under the Authorisation Agreement
- (e) Bidders shall carry out any surveys, investigations etc. at their own cost and risk.
- (f) Bidders are encouraged to submit their respective Proposals after visiting the earmarked locations and ascertaining for themselves with the site conditions, traffic, location, surroundings, climate, access to the sites, availability of information with the Municipal Corporation Satna, Applicable Laws and regulations or any other matter considered relevant by them.

23. PROJECT SITE

- (a) Municipal Corporation Satna hereby undertakes to handover to the Agency physical possession of the Project Site as per the Package in Annexe-14 for the purpose of implementing the Project but subject to the rights of Municipal Corporation Satna .
- (b) The project shall commence within Thirty (30) days from the signing of the date of Authorisation Agreement and the handing over of sites shall be linked to agreed erection/ installation schedule submitted by the Authorisee in the office of Municipal Corporate Satna.
- (c) Municipal Corporation Satna confirms that upon the Project Site being handed over pursuant to the preceding para, the Authorisee shall have the right to enter upon, occupy and use the Project Site and to make at Authorisee costs, charges and expenses such development and improvements in the Project Site as may be necessary or appropriate to implement the Project and to provide the Project Facility subject to and in accordance with the provisions of this RFP.
- (d) Under no circumstances, the Authorisee shall not use the project site for any purpose other than the purposes of installation of Unipoles.
- (e) Municipal Corporation Satna has marked and plotted each location on map, the Authorisee has to obtain these map from Municipal Corporation Satna office before commencing the Unipole construction/installation work.
- (f) If Authorisee found any encumbrance on proposed site location, in terms of minimum lateral and longitudinal distance or any other encumbrance which hinders or affects the Authorisee in construction/installation of Unipole, in that case Authorisee will make a written request to Commissioner, Municipal Corporation Satna to relocate or shift the location in nearest vicinity of the proposed Unipole location.

24. LOCAL CONDITIONS

- (a) Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- (b) The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The Municipal Corporation Satna shall not entertain any request for clarification from the Bidder regarding such local conditions.
- (c) It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the Municipal Corporation Satna. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the Municipal Corporation Satna on account of failure of the Bidder to know the local laws / conditions.

25. ASSIGNMENT OF ADVERTISING RIGHTS

The Authorisee will Commence the operation only after obtaining written order from Municipal Corporation Satna , the assignment of advertising rights will be provided by Municipal Corporation Satna only when Authorisee fulfils the below mentioned conditions:

- (a) The assignment of advertising rights will be given on each Unipole basis, the Authorisee has to complete the each Unipole in totality and apply in writing for advertising rights in the office of Municipal Corporation Satna along with the below mentioned required compliance documents as per the provisions of Madhya Pradesh Outdoor Advertisement Media Rules 2017.
 - (I) The Authorisee has to submit the Structural certification of each Unipole.
 - (II) The Authorisee has to submit the insurance certificate of each Unipole.
- (b) The construction/installation of Unipole's in totality as per the construction standards laid down in Minimum Development Obligations (MDOs).

26. SCOPE OF BID

- (a) The Municipal Corporation, Satna (MCS) invites online tender for **“Engagement of Agency for Construction of Unipole's And Award Of Advertisement Rights”**.
- (b) The Bidders are expected to submit their EMD online on www.mptenders.gov.in. The Earnest Money Deposit (EMD) have to be paid in stipulated time period to avail the participation rights to Bidding.

Envelope I:

- (a) Technical Bid comprising of Technical Documents of the Firm & Project Undertakings for meeting the Minimum Development Obligations, Other mandatory document listed in the bid summary towards demonstrating the bid eligibility criteria, etc., Development Controls and Technical Specifications provided in Section II of the RFP (Refer Section-III of the RFP for the Formats)
- (b) Bidder's Eligibility Criteria

The Applicants shall meet the following minimum eligibility criteria's:

General requirement:

The Applicant shall be either:

- I. Proprietorship, or
- II. Partnership Firm
- III. Company - Public or Private Ltd

27. CONTENTS OF BIDS

a) The Contents of Techno Commercial Bid (Envelope A)

This envelope shall contain:-

- (a) Firms “Techno-commercial” offer, seal and signed MCS’s tender form, terms and conditions and RFP Document.
- (b) Tender Form for the work “**Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights**”
- (c) Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
- (d) Tender form can be purchased online only from e-portal www.mptenders.gov.in by making online payment of tender document fees (non refundable) of Rs.5,000/-(Rupees Five Thousand Only). The last date of purchase of tender 07.01.2020 to 17:00 Hrs.
- (e) Earnest Money Deposit (EMD) have to be paid in stipulated time period to avail the participation rights in Bidding. Bids without EMD shall not grant access to the bidding.
- (f) Applicant must submit all relevant document w.r.t Technical Bid in Envelop A (Hard Bound).
- (g) Any other documents required or mentioned under this bid document.

28. BIDDING GENERAL TERMS:

- (a) To participate in bidding bidder have to register on www.mptenders.gov.in
- (b) While registering for the bidding providing Mobile Number and Email ID are mandatory as all the communication shall be made to Registered Mobile Number and Registered Email ID (as username) in the form of SMS’ and Emails. In case Tenderer will be responsible to change or update the communication Email or Mobile Number details to Municipal Corporation Satna well in advance and also same will be update on www.mptenders.gov.in by the tenderer.
- (c) All the required documents for the Technical Bid and Financial Bid must be uploaded to the www.mptenders.gov.in in stipulated time period set for the Tender cum bidding.
- (d) Tenderer will be disqualified if he/she fails to pay the Tender Fee and EMD or upload the required documents on time. Such tenders will be cancelled and will not be considered to provide rights in online Bidding.
- (e) Technical Bid will be opened online, the Financial Bid of disqualified Tenderer will not be opened.
- (f) **Highest Annual Authorisation Fee (Minimum Annual Authorisation Fee + Premium)** quoted, may decide the Successful Bidder (Authorisee) (at the discretion of the Commissioner,

Municipal Corporation Satna). All Valid Tenderers' shall be notified of Highest Offer Price through Email and SMS.

29. PROPRIETARY DATA

- (a) All documents, reports and other information provided by Municipal Corporation Satna or submitted by the Bidder to Municipal Corporation Satna shall remain or become the property of the Municipal Corporation Satna. The Bidder, as the case may be, are to treat all information as strictly confidential. Municipal Corporation Satna will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to Municipal Corporation Satna in relation to the project shall be the property of Municipal Corporation Satna.
- (b) However, the Bidder shall protect the intellectual property that they own or control (e.g., general professional experience, tools or third-party software) and that is reflected in deliverables. The Bidder shall specifically preserve the right to use the methodology or the material underlying it for other engagements, as long as Bidder do not use or disclose Municipal Corporation Satna confidential or pre-existing proprietary information.

30. TESTS OF RESPONSIVENESS

Prior to evaluation of Bids, the Municipal Corporation Satna shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- (a) It is received as per the format defined in RFP document.
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clauses of this RFP;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses of this RFP;
- (d) it is accompanied by the Earnest Money Deposit (EMD);
- (e) it is accompanied by the Power(s) of Attorney, if applicable;
- (f) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- (g) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Applicant;
- (h) it does comply with all the Technical specifications and General Terms and conditions;
- (i) it does not contain any condition or qualification;

- (j) the Applicant has submitted all additional information or clarification as sought by Municipal Corporation Satna within the prescribed period;
- (k) Bids without duly signed integrity pact; and
- (l) it is not non-responsive in terms thereof.

31. ELIGIBILITY CRITERIA

In order to be qualified technically, the Bidder must meet both the Technical Eligibility Criteria and the Financial Eligibility Criteria as detailed below.

31.1. Technical Criteria:

The Bidder/s shall possess prior experience in outdoor advertisement in order to be considered technically qualified:

- (a) The bidder should be a Firm/Partnership Firm/Company incorporated in India and duly registered under the respective laws and operating for at least last three years.
- (b) The joint venture or consortiums are not allowed to participate in this tendering process.
- (c) Copies of registration certificate of the firm/company, Memorandum and Articles of Association in case of firms registered under the Companies Act.
- (d) The bidder shall have to furnish an undertaking that he/she shall comply with the Madhya Pradesh Outdoor Advertisement Media Rules, 2017, regarding installation of Unipole and display of outdoor advertisements.
- (e) The bidder shall have to furnish an undertaking that he/she should be in the business of running or managing outdoor advertisement or Experience of PPP (BOT) project where revenue realisation is through outdoor advertisement (attach documents establishing the required experience)
- (f) The bidder should have a registered number of: GST, VAT Sales Tax where his business is located; ServiceTax; IncomeTax PAN.
- (g) The bidder shall have to furnish an affidavit on Non Judicial Stamp paper of Rs. 200/- duly attested by a Notary Public indicating that he/she has not been debarred blacklisted by Municipal Corporation Satna or by any other Municipal Corporation of India or by any Department/Board/Corporation of Govt. of India or of any State Govt. or any PSU.

Note:

- (a) *The bidder who is a defaulter or blacklisted by Municipal Corporation Satna before the date of opening of techno commercial Bid cannot participate in the tender.*

- (b) The agency/firm who have not paid the licensee fee to Municipal Corporation Satna of previously allocated outdoor advertisement sites by Municipal Corporation Satna cannot participate in the tender.*
- (c) The bidder has to submit an undertaking that he/she is/was not associated with any such agency (As described in above point 'a' & 'b') directly or through any of his relative or sister concern.*
- (d) Joint Venture Firms or consortium firms cannot participate in Tender*

31.2. Financial Criteria:

- (a) The bidder should have positive net worth as on 31st March 2018.
- (b) Bidder should have total turnover of INR Rs. 50 Lakhs (Rupees Fifty Lakhs only) from the last 3 Financial Years .i.e. 2015 -16, 2016 -17 and 2017 -18.
- (c) The bidder should submit Audited Balance Sheet/CA certificates mentioning Net Worth and Turn Over.

Note:

- I. The Bidder fulfilling the above mentioned criteria would be considered as Financially Capable.
- II. Last three financial years shall be reckoned as F.Y. 2015 -16, 2016 -17 and 2017 -18.
- III. Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this RFP. The bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria.
- IV. Apart from these documents statement of legal capacity (as per Annexe-11 of this RFP) is required by the bidder.
- V. In order that Bidder(s) qualify to bid for this RFP, Bidder(s) shall be liable to submit a Technical Bid in the form and manner set forth in Annexure of this RFP Document along with all required documents.
- VI. The Applicant who has offered highest quoted monthly Authorisation Fee to be payable to the Municipal Corporation Satna for the Project ("H1 Applicant") shall be the best preferred applicant.

32. SELECTION PROCESS

Technical Evaluation Criterion

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical evaluations. Project Evaluation Committee (PEC) will evaluate

the Technical Proposals of the Pre-Qualified bidders shall only be considered qualified and move to the next stage to participate in bidding.

33. EVALUATION FOR PREFERRED APPLICANT (AUTHORISEE)

- (a) The Applicant who has offered highest quoted monthly Authorisation Fee to be payable to the Municipal Corporation Satna for the Project (“H1 Applicant”) shall be the best preferred applicant (Authorisee).
- (b) Online Valid Bidders can participate in online Bidding.
- (c) With instance of Online Bidding Participation, the Highest Offered Price will be considered Winner of the Tender cum bidding process.

34. APPOINTMENT OF AUTHORISEE

- (a) After selection of Preferred Applicant in terms of Clauses of this RFP, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Municipal Corporation Satna to the Preferred Applicant (Authorisee) and the Preferred Applicant (Authorisee) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Preferred Applicant (Authorisee) is not received by the stipulated date, the Municipal Corporation Satna may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as Damages on account of failure of the Preferred Applicant (Authorisee) to acknowledge the LOA.
- (b) Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the Preferred Applicant, and Municipal Corporation Satna reserves the right to annul the process of award, including signing of concession agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- (c) Upon issue of LOA to the Preferred Applicant, Municipal Corporation Satna will release the EMD of all Applicants, except the Preferred Applicant (Authorisee).
- (d) After acknowledgement of the LOA as aforesaid by the Preferred Applicant (Authorisee), it shall cause the Preferred Applicant (Authorisee) to execute the Authorisation Agreement within the period prescribed. The Preferred Applicant (Authorisee) shall not be entitled to seek any deviation, modification or amendment in the Authorisation Agreement.

35. TERM OF THE AUTHORISATION AGREEMENT

The term of this Authorisation Agreement shall be a period of Three (3) years. The Authorisation Period shall start after completion of Moratorium Period.

36. MANDATORY PARTICIPATION IN BIDDING OF PACKAGES

- (a) The bidder has to mandatory put price offer for “Three (3)” the Unipole packages of his choice in bidding.
- (b) If bidder has put price offer for less then mandatory condition of “Three (3)” Unipole packages in bidding, the “H1” price offer for any of the package(es) of the bidder shall not be considered, even bidder is H1 for the package.

37. EARNEST MONEY DEPOSIT (EMD)

- (a) The tenderers are required to submit the Earnest Money Deposit (EMD) of Rs.2,00,000/- (Two Lakhs) have to be made online on www.mptenders.gov.in, favouring Commissioner, Municipal Corporation Satna to avail the participation rights in Bidding.
- (b) The earnest money of successful bidder shall be returned once the Successful Bidder submits the performance security. The EMD of unsuccessful tenderer(s) shall be refunded only after award of contract to the successful bidder. No interest will be paid on the EMD / Security deposit.
- (c) The Commissioner, Municipal Corporation, Satna reserves its right to make recovery of claims, if any, from the EMD deposited against this tender.
- (d) Earnest money shall be liable to be forfeited by the Commissioner, Municipal Corporation Satna or any other official authorised by the Commissioner, Municipal Corporation Satna on ground if the bid are withdrawn by the tenderer(s) before opening the tender or within 60 days of the opening of the tender.
- (e) The EMD of the other bidders shall be returned in accordance with other conditions of this RFP.
- (f) The EMD shall however be forfeited in the following cases:
 - I. If the bidder withdraws its proposal (price offer) during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;
 - II. If the successful bidder fails to unconditionally accept the Letter of Acceptance in writing, within the time specified in this document, or any extension thereof granted by Municipal Corporation Satna;

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

38. PERFORMANCE SECURITY

- (a) The Authorisee shall have to submit the Performance Security deposit in form of a Bank Guarantee in favour of Commissioner, Municipal Corporation Satna by a Scheduled/ Nationalized bank for an amount equivalent to the 3 (Three) times of the Monthly Authorisation Fee (MLF) per Unipole Package (as offered by the bidder), has to be made before the site is handed over to Successful Highest Bidder. However, in the event of deposition of security deposit by way of Bank Guarantee the period of the same shall be 12 months.
- (b) The Authorisee has to submit the revised Performance Security based on the increased Authorisation Fee of each Unipole Package shall be enhanced @ 5% (of the quoted Annual Authorisation Fee by the bidder) from the second (02) year onwards up to third (03) year or up to the extended term(s) of the quoted Annual Authorisation Fee on compounding basis, as per the Authorisation Fee appreciation clause of this RFP.
- (c) In case, the Preferred Applicant fails to submit Performance Security within the time stipulated, the Municipal Corporation Satna at its discretion may cancel the Letter of Award issued to the Preferred Applicant without giving any notice and may invoke the EMD of such Preferred Applicant.
- (d) No interest will be payable to the tenderer on the Performance Security deposited with the Municipal Corporation Satna .
- (e) The Performance Security will remain freeze during the entire authorisation period of Three years or up to the period of extended contract and it will not be released to Authorisee.
- (f) The amount of Performance Security as Security deposit shall be forfeited if the Authorisee abandons or fails to perform the contract at any time during the Authorisation Period. Further, if it is observed at any time during the authorisation period the party has submitted fake/bogus documents in tender to gain the contract then the contract shall be terminated and performance security shall also be forfeited.
- (g) The amount of the performance security as security deposit shall be forfeited if the Authorisee fails to perform the contract at anytime and in such other events as are elsewhere provided in the contract

39. RELEASE OF PERFORMANCE SECURITY

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- (a) After successful implementation of this project;

- (b) Successful managing, operation and maintenance of all the services under this agreement;
- (c) Payment of all the penalties throughout implementation, operation and maintenance period;
- (d) Payment of all Authorisation fees as per agreement along with penalties, if any;
- (e) At the end of the Authorisation period, Performance Bank Guarantee of Authorisee will be released after successful handing over all the Unipole's, assets and services, including all hardware, software, network and services in working conditions. If any deficiency noticed at the time of handing over the Authorisee has to get rectified/replaced the same at his own cost within 15 days otherwise Municipal Corporation Satna will get it rectified at the risk and cost of the Authorisee.
- (f) On production of clearance for all applicable dues, if any.

40. SIGNING OF AUTHORISATION AGREEMENT

- (a) Subsequent to Municipal Corporation Satna issuing Letter of Acceptance (LoA) to the Preferred Applicant, the Preferred Applicant shall execute the Authorisation Agreement with the Municipal Corporation Satna within a period of one month from the date of issue of the Letter of Acceptance subject to the condition that the Performance Security has been deposited by the Preferred Applicant within the prescribed period.
- (b) Failure of the Preferred Applicant to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the EMD of the Preferred Applicant to be liquidated. The Preferred Applicant will be liable to indemnify Municipal Corporation Satna for any additional cost or expense, incurred on account of failure of the Preferred Applicant to execute the Authorisation Agreement.
- (c) Notwithstanding anything to the contrary mentioned above, Municipal Corporation Satna at its sole discretion shall have the right to extend the time lines for execution of Authorisation Agreement on the request of the Preferred Applicant, provided the same is bona-fide.

41. DISPUTES

- (a) If any dispute or difference or claims of any kind arises between the Parties in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Authorisation Agreement for the **“Engagement of Agency for Construction of Unipole's And Award Of Advertisement Rights”**, or the rights, duties or liabilities of any Party under the Authorisation Agreement, whether before or after the termination of the Authorisation Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute,

difference or claim by discussion between them. There shall be a Dispute Settlement Committee, which shall try to settle all disputes at the first stage.

- (b) The Commissioner, Municipal Corporation Satna shall chair the Dispute Settlement Committee. The authorised representative of the Authorisee will be allowed to participate in the Dispute Settlement procedure. If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Authorisee of its liability to continue make the payment of the license fee as stipulated in the Authorisation Agreement.

42. DISQUALIFICATION

Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- (a) Submit the tender document after the date mentioned in advertisement.
- (b) Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- (c) Submit the tender document, which is not accompanied by the required documents or is non-responsive.
- (d) Failed to provide any clarifications related thereto.
- (e) Where the bidder has already submitted the tender document and is a member of entity, which has already submitted the tender document, or vice versa.
- (f) If any member of an entity is replaced or withdraws, except without prior written permission of Municipal Corporation Satna at any stage.
- (g) The successful bidder is not allowed to sub-lease the assigned spaces.
- (h) Violates any other condition mentioned herein before/herein after.
- (i) If any such information which would have entitled Municipal Corporation Satna to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, Municipal Corporation Satna reserves the right to cancel the pre-qualification of the bidder at any later stage, without assigning any reason thereof.
- (j) Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- (k) Where the bidder has been declared as defaulter or blacklisted by Municipal Corporation Satna before the date of opening of techno commercial Bid.

43. MAINTENANCE OF ALL UNIPOLES DURING CONTRACT PERIOD

- a) Minimum Maintenance to be ensured by the Authorisee: The Authorisee shall be fully responsible for the Maintenance and upkeep of all the Unipole's from the date of handing over the rights.
- I. The Authorisee has to adhere to the operation and maintenance policies and procedures, as defined in the SOPs defined during first stage of the project and approved by Municipal Corporation Satna , for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, vendor management, security, customer service, repair and maintenance and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for customer service improvement, enhanced economic impact generation, which is the key to this project operation.
 - II. The Unipole's shall be structurally sound and maintained in good and properly secured condition. The equipments and advertisement panel boards shall, at all time, be erected, fixed and retained in all respect to the satisfaction and in accordance with the requirement prescribed by the Commissioner, Municipal Corporation Satna or his authorised officer. On completion of the authorisation period or its pre-determination for any reason whatsoever, including surrender by the Authorisee, the equipments and structures of the Unipole's, shall become the property of the Municipal Corporation Satna .
 - III. Authorisee will be responsible to deploy on-field resources for appropriate up keeping, maintenance, and operation of all Unipole's, and ensure smooth functioning of the project throughout the entire Authorisation period.
 - IV. The Authorisee shall depute adequate manpower as full time dedicated onsite team. The team shall be deputed to identify, acknowledge, troubleshoot, manage, replace and repair the structure. The team shall undertake day-to-day troubleshooting and maintenance requirements for this project.
 - V. All statutory compliances like Labor License, Professional Tax registration, Coverage of all applicable employees under ESI and PF act to be taken care by the Authorisee.
 - VI. General maintenance, upkeep and cleanliness of the Unipole's is the responsibility of Authorisee.
 - VII. Any damage to the street, foot-path, tiles, curb-stones, central verge or any other ancillary structures, during up-gradation/repair/maintenance/operation of the Unipole's, including supporting structures, shall be the sole responsibility of the Authorisee, which shall be made good by the Authorisee, as per existing specifications, at its own cost.
 - VIII. The Authorisee shall take all precautions to avoid any accidents during up-gradation/repair/maintenance/operation of the Unipole's, electrical fittings and fixtures. If any accident occurs during up-gradation/repair/maintenance/operation of the Unipole's fittings and

fixtures, the Authorisee shall be directly responsible for the damages or any other consequences, whatsoever and Municipal Corporation Satna shall be kept free of all such liabilities. Proper arrangement shall be made by the Authorisee to avoid any hindrance to the traffic during up-gradation, repair, maintenance and operation of the Unipole's. Diversion of traffic, if required, shall be arranged by the Authorisee as per traffic police requirements at his own cost.

- IX. During the entire term of contract the Unipole's structure should be kept clean, well painted and rust / corrosion free.
- X. The Authorisee should ensure that no body else pastes their Steaker or posters on Unipole's. If any such things happen then the Authorisee should ensure that they lodge a Police FIR against it.
- XI. The lighting arrangement at the Unipole's should be functional. Electrical safety is to be ensured for users as well as Authorisee staff.
- XII. All equipments and structural members of Unipole's are to be inspected and maintained in good condition as per the Maintain manual.
- XIII. Security of all Unipole's is the responsibility of Authorisee including the lighting arrangement.

44. TAXES

- (a) The Authorisee shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, Service tax, etc., to be paid to Government / Statutory bodies / Authorities , etc., for the services rendered by it. There will be no tax liability upon the Municipal Corporation Satna whatsoever on any account.
- (b) The Authorisee indemnifies Municipal Corporation Satna from any claims that may arise from the statutory authorities in connection with this License.
- (c) The Authorisee should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws , etc., and at no point of time should the Municipal Corporation Satna be drawn into litigation on these counts.

45. ROLES & RESPONSIBILITIES

45.1. MUNICIPAL CORPORATION SATNA

Municipal Corporation Satna agrees to observe, comply and perform the following:

- (a) The Authorisee shall erect/install Unipoles only on the earmarked sites provided by Municipal Corporation Satna . Any violation shall result in immediate cancellation of the contract without any prior notice.

- (b) The Authorisee has to incur all expenses: The Authorisee shall incur all expenses related to installation, erection, Civil Construction, Electrical Installation of the Unipoles and Structural design of Unipole, designed & certified by Structural Engineer, the certified structural design & drawing submitted by Authorisee shall be further verified by Municipal Corporation Satna . Under No circumstances Municipal Corporation Satna shall bear any charges related to the installation and erection and maintenance of the Unipoles. The Authorisee shall have to get the structural plans approved by the Structural Engineer of good repute duly approved by Municipal Corporation Satna , at his own cost.
- (c) The advertisement rights will be assigned only when Unipoles will be completely installed in totality and written request for assignment of advertising rights for each Unipole has been made in the office of Municipal Corporation Satna along with the required compliance documents as per the provision of Madhya Pradesh Outdoor Advertisement Media Rules 2017.
- (d) MCS shall appoint one or more officers of suitable seniority in rank and tenure to act as the point of contact for the Authorisee within MCS and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project;
- (e) At the end of the Authorisation period, all rights given to the Authorisee shall be terminated automatically.
- (f) Municipal Corporation Satna shall provide single window clearance, where Municipal Corporation Satna has full control and jurisdiction, to the Authorisee for the purpose of this RFP document.
- (g) MCS shall conduct regular inspections as per the power conferred by the provisions of Madhya Pradesh Outdoor Advertisement Media Rules, 2017 and the provisions of Madhya Pradesh Municipal Corporation Act, 1956, at any time during the Term of the Agreement for the project.

45.2. AUTHORISEE

The Authorisee role, responsibilities and obligations relating to the Project are provided herein below:

- (a) The Authorisee shall undertake the work **“Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”**, as per indicative list attached in Annexure - A and adhere to requirements for the implementation of the Project as provided in Authorisation Agreement.
- (b) Operate, maintain and manage all Unipoles as covered in this RFP document throughout the Authorisation Period.
- (c) The bidder shall inspect the site which will be given on ‘as is where is’ basis and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid for the same. The bidder shall acquaint him of all the local conditions and sites condition.

- (d) The Authorisee will be responsible for all civil and installation work related to erection/ installation of Unipoles and infrastructure requirements related to any work under this RFP document.
- (e) Watch and ward of the assets/services created in this project. The Authorisee has to replace the material(s) / equipment(s) /device(s) in case of any theft or loss due to any other reasons, which affects the services/assets under this project.
- (f) Erect suitable structures at its own cost for installation of Unipoles. These structures/unipoles shall be aesthetically designed and structurally stable and as per Municipal Corporation Satna specifications. The Authorisee shall also indemnify Municipal Corporation Satna for any damage due to such structures.
- (g) The Authorisee shall get the advertisement rights of the Unipole's, for the purposes of advertisement on Unipole's only after the completion of the erection /installation of all Unipole's in totality.
- (h) The bidder should bid the amount by considering its entire revenue potential. Municipal Corporation Satna will not be responsible for any decline in the revenue at the advertisement site for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the Municipal Corporation Satna without any kind of response to the Authorisee & the Authorisee shall not be entitled to make any claim / remission on that account.
- (i) The Authorisee undertakes to comply with Madhya Pradesh Outdoor Advertisement Media Rules, 2017 and any other Applicable Laws in relation to the implementation of the Project and, at all times during the Term of the Authorization Agreement.
- (j) The Authorisee shall ensure that all Taxes and Duties are paid in a timely manner and there are no arrears with regard to the Project.
- (k) The Authorisee shall establish a local office separately for the project in Satna and appoint one or more officers of suitable seniority in rank and tenure for the project to act as a Nodal officer & point of contact for Municipal Corporation Satna within the Authorisee organization and who would assist in the implementation of the Project and for enabling the resolution of any issues that may arise in the implementation of the Project. It is clarified that information of such officer(s) shall be communicated in writing by the Authorisee to Municipal Corporation Satna within 15 (fifteen) working days from the Appointed Date.
- (l) The Authorisee shall provide full assistance and cooperation at its own cost to Municipal Corporation Satna to get all the necessary Applicable Clearances during the Term of this Agreement or any even after the Termination or expiration of the Term of this Authorization Agreement. Additionally:
- i. during the term of this Authorization Agreement, the Project shall at all times, subject to and in accordance with the terms hereof, be known and designated, as "**MCS's Unipole's**" or by such other name, as from time to time may be determined by Municipal Corporation Satna

in its sole discretion (hereinafter referred to as the “Brand”) and the Authorisee shall ensure that the **Unipole’s** always use and display the Brand in the manner prescribed by Municipal Corporation Satna ;

- ii. the Authorisee hereby warrants, covenants and undertakes that at no time, during the term of the Agreement, or post the expiry / termination of this Authorisation Agreement, for whatever reason, the Authorisee shall make or be entitled to make any claim to the trade name or the Brand and alike or any part of the name or names under which MCS is carrying on the business nor shall the Authorisee use a part of the style of its business any name(s), the Brand or logo(s), designs, manuals, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to the Brand;
- iii. nothing in this project will ever be construed as giving the Authorisee any right, title or interest in whatsoever in or to the Brand or giving the Authorisee or others permission to use the same or any colorable imitation thereof in any manner, except in accordance with and during the subsistence of this Agreement or with the prior written approval of the Commissioner of MCS. The Authorisee will not use the Brand, as part of its corporate or other formal business name, except as may result as a consequence of the Authorisee as per this Agreement. The Authorisee will not register or attempt to register the Brand in any state, nation or political subdivision thereof. The use by the Authorisee of the Brand outside the scope of this Agreement, without MCS’s prior written consent, will be an infringement and/or passing off of MCS’s right, title and interest in and to the Brand, and the Authorisee expressly covenants that during the term of this Agreement, and after the expiration or termination thereof, the Authorisee will not, directly or indirectly, commit an act of infringement or passing off or contest or aid in contesting the validity or ownership of the Brand, or take any other action in derogation thereof; and
- iv. The Authorisee shall be responsible for the advertising, promotion and marketing of the Project including publicity material, poster, brochure, leaflet, press release, hoarding and any other promotional material. The Authorisee shall also be solely responsible for all cost, monetary or other, related to any advertisement, publicity material, poster, brochure, leaflet, press release and stationery item, including production, designing and releasing costs. All advertising and promotion and any other marketing activity conducted by the Authorisee in any manner or medium shall conform to such standards and requirements as are specified and approved in writing in advance by MCS.
- v. The Authorisee undertakes to provide at its own cost any and all equipment, consumable, machine or material that is required for providing advertisement on Unipole’s.
- vi. The Authorisee shall be solely and exclusively responsible for all such employees, workmen, personnel and staff employed for the purposes of implementing the Project.
- vii. The Authorisee shall provide a summary of all the complaints and the written responses received on a monthly basis to MCS. MCS shall review the complaints received and the written responses with the course of action taken by the Authorisee. In the event that course

of action that has been taken by the Authorisee is not appropriate, MCS shall direct the Authorisee to take a suitable action.

viii. The Authorisee shall be responsible for damage caused to the public/property during display of Advertisement: MCS shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Authorisee shall be liable and responsible for any loss of life and / or physical harm/any other loss to the public or any other Authorisee including Government on account of negligence on the part of Authorisee in maintaining the Unipole properly.

- (m) All physical assets created under this RFP, shall be removed by the Authorisee at the end of Authorisation Period or at termination of the Authorisation, whichever is earlier.
- (n) At the end of the Authorisation Period, the Authorisee has to remove all physical assets. In case of any deficiency or delay noticed at the time of such removal, otherwise, Municipal Corporation Satna will get it removed at the risk and cost of the Authorisee. Performance Security of Authorisee will be released only after successful removal of the all physical assets.
- (o) Any damage to other services arising due to installation or execution or repair or maintenance work by the Authorisee, shall have to be made good by the Authorisee within 72 hours of such damage, failing which Municipal Corporation Satna will issue a notice to Authorisee asking for justification. Authorisee will be required to respond to such notice within 3 working days. In case it is found out that the current issue at hand is out of control of Authorisee then problem will be solved jointly by Municipal Corporation Satna and Authorisee based on their agreement. Else, Authorisee will be required to do the needful within 72 hours of the decision made by Municipal Corporation Satna .
- (p) The location of Unipoles given under this RFP document is based on preliminary survey. Area and location may change while preparing detailed design and execution of this project.
- (q) The Authorisee shall pay Authorisation Fee to Municipal Corporation Satna .
- (r) Authorisee to deposit BG/FDR/DD as a refundable security deposit with the Municipal Corporation Satna as per the provisions of this RFP, which will be released within nine months from the date of end of Authorisation Period, only upon successful completion of the work and settlement of all dues (unless the said amount is forfeited for any breach of contract) and that the said Security Deposit shall not carry any interest.
- (s) The Authorisee shall take metered electricity for Unipoles. The entire electricity charges shall be borne by Authorisee only.
- (t) Ensure that all the Unipole's will be erected/install in the defined earmarked location only, in case of any encumbrance on proposed Unipole installation location, the Authorisee may request in writing to relocate the proposed Unipole installation location by citing the type and nature of encumbrance on proposed Unipole location, the Municipal Corporation Satna may

review the cited reason and only on the verification may or may not provide the new Unipole installation location in nearest vicinity of the proposed location.

46. COMPLIANCE TO RULES, REGULATIONS, INSTRUCTIONS AND STATUTORY PROVISIONS

It will be the responsibility of the Authorisee to ensure the compliance of Madhya Pradesh Outdoor Advertisement Media Rules - 2017 and also all the instructions/provisions issued time to time by Municipal Corporation Satna, Madhya Pradesh Government, Electricity Company, PWD or any other department of the Union Govt. or M.P. Govt., or any other authority are strictly adhered to. Any violation of any lawful provision will be treated, as a violation of the terms and conditions of contract and action will be taken against the Authorisee as per provision of the contract.

47. AUTHORISEE RESPONSIBILITY FOR PUBLIC LIABILITY AND AGAINST ALL CLAIMS, ACT LOSSES ETC

The Authorisee shall indemnify the Municipal Corporation Satna (MCS) against all claims, actions, demands, losses, charges, and cost of expenses, which the Municipal Corporation Satna has to incur, or which may occur on account of infringement of any of these conditions by the Authorisee or on any other account whatsoever. The Authorisee shall obtain a public liability policy of insurance in respect of Municipal Corporation Satna allotted to him.

48. THE COMMISSIONER MCS, AUTHORITY TO RECOVER THE COST IN CASE OF ANY DEFAULT

If the Authorisee shall neglect or fail to do anything which he is required to do under the Provisions of the contract, the Commissioner, Municipal Corporation Satna or any other authorised Person may serve a notice on the Authorisee asking him to do the things agreed upon as Aforesaid and on their neglect or failure to do as directed, cause the same to be done and recover the cost thereof from the Authorisee without prejudice to any other rights, the Municipal Corporation Satna may have on account of such default.

49. INSURANCE

The Authorisee shall be liable to insure against public liability under such Unipole's.

50. INDEMNITY

1. Authorisee shall be required to indemnify the Municipal Corporation Satna for the designated Unipole and activities against all actions, proceedings, claims, demands, costs, losses, damages and expenses , etc., which may be brought against, or made upon the Municipal Corporation Satna which arise as a result of the installation or existence of an Outdoor Media Devices.
2. The Authorisee shall always be responsible for any injury or damage caused or suffered by any person or property arising out of or related to the display of advertisement and the consequential claim shall be borne by the Authorisee who will also indemnify and safeguard the Municipal Corporation Satna in respect of any such claim or claims.

51. SERVING OF NOTICES

Any notice that is required to or may be served, delivered or given in terms of or for the purposes of this RFP and as per the provisions of Madhya Pradesh Outdoor Advertisement Media Rules-2017, must be served in any one of the following ways:

- (a) by sending a copy of the notice by registered or under postal certificate to the last-known address of the Authorisee and unless the contrary is proved, it is deemed that service was effected on the seventh day following the day on which the document was posted;
- (b) by faxing a copy of the notice to the person, if the person has in writing furnished a fax number to the Government Authority or an authorised official ;
- (c) by sending the notice through e-mail on the registered e mail id.
- (d) by handing over a copy of the notice to any of the authorised representative/owner;

52. TERMINATION OF CONTRACT ON BREACH

52.1. By Municipal Corporation Satna

- (a) The Municipal Corporation Satna may, by not less than 930 (ninety) days' written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:
 - I. the Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clauses of this RFP here in above, within 90 (ninety) days of receipt of such notice of suspension or within such further period as the Municipal Corporation Satna may have subsequently granted in writing;

- II. the Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - III. the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clauses of this RFP hereof;
 - IV. the Bidder submits to the Municipal Corporation Satna a statement which has a material effect on the rights, obligations or interests of the Municipal Corporation Satna and which the Bidder knows to be false;
 - V. any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading;
 - VI. as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - VII. the Municipal Corporation Satna, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (b) In case of breach by the Authorisee of any terms and conditions of the RFP or that of agreement, the Commissioner, Municipal Corporation Satna or his authorised representative shall have absolute right to terminate the contract without notice to the Authorisee and cause the advertisements removed at the risk and cost of the Authorisee and forfeit the Authorisation Fee for unexpired period and the security deposit. The Municipal Corporation Satna reserves its right to forfeit security deposit even before termination of the contract on breach.
- (c) It is further agreed that the Authorisee shall not commit any breach of the terms and conditions of the agreement and in the unlikely event of any other breach, the Municipal Corporation Satna shall give notice calling upon the Authorisee to rectify/remedy the breach, to satisfy the Municipal Corporation Satna about there being no breach and satisfy the Municipal Corporation Satna within a period of 30 days from the date of notice otherwise the Municipal Corporation Satna shall be entitled to terminate the agreement without giving any further notice and in that event the Municipal Corporation Satna shall be entitled to recover all its dues which can be adjusted from the dues of Authorisee if any found due to him.
- (d) It is further agreed that the Authorisee has to handover the Unipole's in good condition including Electricity Connection. Electric Fittings. In case of any damage/loss/mishandling observed, expenditure occurred there upon to make it in good condition would be deducted from the Security Deposit.

52.2. By Authorisee

The Bidder may, by not less than 90 (ninety) days' written notice to the Municipal Corporation Satna, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

- (a) the Municipal Corporation Satna fails to pay any money due to the Bidder pursuant to this Agreement and not subject to dispute pursuant to Clauses of this RFP hereof within 45 (forty five) days after receiving written notice from the Bidder that such payment is overdue;
- (b) the Municipal Corporation Satna is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Bidder may have subsequently granted in writing) following the receipt by the Municipal Corporation Satna of the Bidder's notice specifying such breach;
- (c) as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Municipal Corporation Satna fails to comply with any final decision reached as a result of arbitration pursuant to Clauses of this RFP hereof.

53. SHIFTING / REMOVAL / DEMOLITION OF UNIPOLES

- (a) The Commissioner, Municipal Corporation Satna or his authorised representative shall have the right to have the Unipole's demolished, discontinued, shifted or removed at any time during the period of contract without any prior notice to the Authorisee for any reason whatsoever.
- (b) In the event of such removal or shifting, the Authorisee may be permitted at the discretion of Commissioner, Municipal Corporation Satna to erect/install the Unipole's on the alternative site if constructed / allotted and if available.
- (c) The locations may be changed / relocated for the reasons beyond the control of Municipal Corporation Satna . The Bidders must themselves verify sites and other details as needed for bidding.
- (d) The Authorisee shall re-commission the Unipole's or the affected part thereof on receiving the instructions from Municipal Corporation Satna in this regard.
- (e) In such a case the cost of relocation of any / all the Unipole's shall be borne by the Authorisee as per the instructions from Municipal Corporation Satna and the Unipole's shall be relocated & recommissioned within 15 days.
- (f) If the Unipole's has been damaged because of natural calamity, riots, fire, and accident or asked to remove for any legal dispute, Municipal Corporation Satna under no circumstances will not reimburse the Authorisee for such damage or removal.

54. TRANSFER OF RIGHTS

The Authorisee shall not assign or transfer the Advertising Rights hereby granted to him to any person or persons, firm or company whosoever or whatsoever in any manner including by way of

subcontract, agency or in any other manner without intimating in writing to Commissioner Municipal Corporation Satna.

55. ACCEPTANCE / REJECTION OF TENDER.

The Commissioner, Municipal Corporation Satna reserves the right to accept or reject any tender without assigning any reason(s).

56. JURISDICTION OF COURT

The courts located in Satna (M.P) only shall have Jurisdiction to try and decide the matter / dispute between the parties.

57. WRITTEN AGREEMENT

The Authorisee will have to enter into an agreement with the Municipal Corporation Satna for the proper fulfilment of the contract on lines similar to terms of the tender or as modified or added by Commissioner, Municipal Corporation Satna. Such tenderer shall have to furnish two non-judicial stamp paper Rs.100/-each within ten days from the date of issue of offer letter. An Authorisation Agreement shall be executed only on furnishing the Performance Security as per clause of Performance Security.

All documents submit by Authorisee at the time of Tender will be the part of Authorisation Agreement.

58. ENTIRE AGREEMENT

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Bidder arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

Without prejudice to the generality of the provisions of above Clause, on matters not covered by this Agreement, the provisions of RFP shall apply.

59. FORCE MAJEURE

59.1. Definition

- (a) For the purposes of this Agreement, “**Force Majeure**” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

59.2. No Breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

59.3. Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

59.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

59.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

59.6. Consultation

Not later than 30 (thirty) days after the Bidder has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

60. COUNTER OFFER

No counter request/offer will be acceptable to the Municipal Corporation Satna once the tender process is initiated.

61. DISPUTE SETTLEMENT MECHANISM

If any dispute or difference or claims of any kind arises between the Parties in connection with erection/installation, construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Authorisation Agreement for the **“Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”** or the rights, duties or liabilities of any Party under the Authorisation Agreement, whether before or after the termination of the Authorisation Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

There shall be a Dispute Settlement Committee, in terms of the Section 403 of the Madhya Pradesh Municipal Corporation Act, 1956, which shall try to settle all disputes at the first stage. Commissioner, Municipal Corporation Satna shall chair the Dispute Settlement Committee. The authorised representative of the Authorisee will be allowed to participate in the Dispute Settlement procedure.

If the Committee fails to resolve the issue within 30 (thirty) days of reference for amicable settlement, the parties will be free to redress it in the front of the Directorate, Urban Development & Administration, Government of Madhya Pradesh, whose decision in this regard shall be final and binding on both the Parties. The existence of any dispute or reference of the same for redressal in any forum shall not absolve the Authorisee of its liability to continue make the payment of the license fee as stipulated in the Authorisation Agreement.

SECTION II
DEVELOPMENT, OPERATION
AND
TECHNICAL SPECIFICATIONS

DEVELOPMENT CONTROLS AND TECHNICAL SPECIFICATIONS

62. DEVELOPMENT BRIEF

The responsibility of the Bidder shall include all activities that are required to be undertaken, in order to confirm with the Minimum Development Obligations, Use Allocation provided in this section of RFP. The Unipole's would need to be planned, designed and constructed in accordance with the Shared Technical & Architectural Specifications, Standards, and Design Guidelines and 'Maintenance & Performance Standards' provided in this section of RFP and as highlighted in table below.

S. No.	Description of Parameters	Applicable Standards	Remarks
1	Development Controls and regulations	Madhya Pradesh Outdoor Advertisement Media Rules-2017, Indian Road Congress (IRC), National Highway Authority of India (NHAI) regulations and National Building Code (NBC) guidelines.	Any other applicable regulations/stipulations, of any other statutory authorities applicable in Municipal Corporation Satna jurisdictions.
2	Spatial planning and architectural design guidelines	Urban Development Plans Formulation & Implementation guidelines (UDPFI) and Time Saver Standards. <i>Specifications, guidelines stipulated in this section of RFP</i>	Any other applicable regulations/stipulations, of any other statutory authorities.
3	Alternative/ nonconventional materials/ technologies, sustainable buildings, energy conservation, etc.	Environmental Building Guidelines' of MCS and Indian Green Building Council (IGBC)	Any other applicable regulations/stipulations of any other statutory authorities.
4	All Pavements and Signage	Indian Road Congress (IRC) & Ministry of Road Transport and Highways (MORTH) specifications.	Any other applicable regulations/stipulations, of any other statutory authorities.
5	Project construction including structures, utilities, infrastructure facilities, etc.	National Building Council (NBC) regulations and as per Bureau of Indian Standards (BIS).	Any other applicable regulations/stipulations, of any other statutory authorities.
6	Performance Standards	ISO 9001: 2008	Any other applicable regulations/stipulations, of any other statutory authorities.

63. SCOPE OF WORK

The scope of work includes but not limited to:

- (a) Build, finance, construct, operate, maintain and manage the Unipole's including ancillary/ support infrastructure as per technical specifications provided in the document.
- (b) Meet the requirements laid down by the Municipal Corporation Satna.

64. DEVELOPMENT CONTROLS

- (a) The subject locations with the Right of Way (RoW) as mentioned above are located in various zones of Municipal Corporation Satna .
- (b) All the Applicable Development Controls and Regulations for development of Unipole's in the proposed locations shall be as per the shared specifications.
- (c) The selected Authorisee shall ensure that the Project design and development is compliant with "Madhya Pradesh Outdoor Advertisement Media Rules-2017, 'National Highway Authority of India(NHAI) & Indian Road Congress(IRC) regulations. The project components of Unipole's including access to project facilities like pavements; signage, etc. shall be as per MORTH (Ministry of Roads, Transport and Highways) specifications. The Unipole's with structure like information and display panels, etc., shall adhere to the standards/regulations of Indian Road Congress (IRC), National Building Construction Code (NBCC) and BIS. Overall, the performance of the project facilities shall comply/satisfy as per ISO 9001:2008 standards.
- (d) The selected Authorisee shall also confirm to any other applicable stipulations and guidelines issued by any other statutory authorities. The Authorisee may consider employing solar energy to meet part of the power requirements of the project facilities like lighting in the equipments and messaging boards, etc.

65. STRUCTURAL SPECIFICATIONS

Unipole's: Each Unipole's shall be of below mentioned Material Specification and designs. The Unipole's advertisement panel can be single side or double sided based on the Unipole's site. The sizes of advertisement panel of each Unipole's is defined in Annexe-14.

However size of advertisement panel in the Unipole's can be changed subject to a valid reason and with a written permission from Commissioner, Municipal Corporation Satna .

The specifications of the display on pole shall include:

- (a) A Structural Engineer practicing in the field of structural engineering shall certify each Unipole's structures.

- (b) This certification confers compliance of the design with relevant Indian Structural Design Standards, Codes of practice and conditions of Madhya Pradesh Municipal Corporation Act, 1956 and Madhya Pradesh Outdoor Advertisement Media Rules, 2017. The foundations shall be designed and checked for extreme wind conditions, earthquake, soil bearing capacity etc.
- (c) Material: MS structure of proposed Unipole signage shall be fabricated using Indian Standard MS hollow sections (for Signface back frame), fabricated cold rolled enclosed beams (for main signpost) and HR plates only using submerged arc welding, All base plates, joint plates shall be supported with CNC embedded bracing plates. Entire structure shall be coated with two-component isocyanate-free inorganic-organic acrylic polysiloxane paint (Non PU, Non Epoxy) and Super nano composite polymeric transparent overcoat, to achieve superior hydrophobic, Anti graffiti, Anti rust properties. All Nut-Bolts shall be Hot Dip Galvanized High strength friction grade further confirming to IS 3757.
- (d) All Signposts shall be mounted over minimum 30 mm thick base plates (Supported with 16 mm thick embedded bracing plates) over M25 foundation bolts. RCC footing/pedestal shall be casted using M25 RMC mix. Minimum steel reinforcement shall be 8% by volume using ISI marked TMT bars (Zink primer coated).
- (e) Motorized vibrator must be used while RMC pouring.
- (f) Honeycombed casting will not be allowed.
- (g) All sign-face must be aesthetically appealing. There should be all round framing using minimum 5" wide Aluminium extruded 'Clip-On' framing with built in mechanically actuated flex tensioning system. All sign-face/Display area shall have cladding of 4 mm thick (0.45 mm thick Skin on both sides) Aluminium composite panel (Bright White coloured).
- (h) While installing the Unipole or during the authorisation period, the Authorisee shall not cause any damage to any street furniture/pavement of the street, in any manner whatsoever.
- (i) Signface can only be tilted upto such an angle where, Minimum clearance from extreme edge of road/footpath to closest point of Display Signface is not less than One (1) Mtrs.
- (j) The Unipole shall be structurally sound and maintained in good and properly secured condition. A Certified Structural Engineer practicing in the field of structural engineering shall certify the structures prior to issuance of permission for commercial operation in terms of:-
- (a) Wind load bearing of structure and its foundations for 250 Km/h.
- (b) Confirmation of specification of fabricated structure & its foundations as mentioned in RFP.
- (k) The structure should be dimensioned to withstand local wind gusts according to regulations.

- (l) Authorisee will be responsible for any structural inadequacy or any damage or casualty happens through Unipole. The Authorisee has to every year submit the structure soundness certificate of all the Unipole in the office of Commissioner, Municipal Corporation Satna .
- (m) All materials should be non-flammable.
- (n) All sharp corners should be eliminated.
- (o) The Unipole components and structures shall be well maintained in such a manner that are consistent with, and enhance, the surrounding area.
- (p) If any utility shifting is required for the erection, installation work of Unipole's is required then the same shall be the responsibility of the Authorisee.
- (q) Whenever any of the Unipole is damaged due to any reason what so ever, the same shall be repaired within 5 working days.
- (r) The detailed design and specifications with dimensions of the Unipole's are attached in Annexure.
- (s) The design of the Unipole's should be high strength, sturdy and durable and should resist wind speed at 250 km/h. These should be of anti-rust, anticorrosion surface. The surface should prevent wind abrasion and sustain high temperature.
- (t) The Structural Engineer shall be accountable in case of any structural disability of the Unipole's. Authorisee by engaging Certified structural engineer should do the annual audit of the Unipole's and report should be submitted to Municipal Corporation Satna .
- (u) A qualified third party engineer shall check and verify above mentioned specifications and conditions at site. The Authorisee shall be given permission for commercial operation based upon such report.
- (v) All Unipole shall be installed at various strategic locations of the city. They must not block, obstruct any traffic signage, navigation signage, way finder, facility signage, foot path, cycle track, bus stop or any other public utility spots. In case, any location given in this document is found to violate above condition, same shall be replaced with other suitable/available location.
- (w) Only Lit/Non Lit Display advertisement can be displayed. Moving, Scrolling, Retro fit elements, Laser Display etc will not be permitted.
- (x) During installation, The successful bidder must ensure that:-
 - (a) There is safe distance from overhead electrical cable, same should be approved by state electrical safety department in writing.

- (b) There is no underground water pipe lines, OFC Cable, Electrical Cable, Gas line , etc. He must get it surveyed prior to excavation.
- (c) There will not be any visual blockage to any residential/commercial building.

66. DEVELOPMENT CRITERIA

- (a) No Unipole shall be attached in any way to trees or shrubs.
- (b) No trade and business sign, messages, posters or printed material of any nature shall be attached/pasted onto any supporting column, pillar or post.
- (c) Unipole in any form shall not obstruct any pedestrian movement (vertically and laterally), fire escape door or window openings.
- (d) No Unipole shall be in any form or manner interferes with openings required for light and ventilation as prescribed in prevalent Building Bye Laws.
- (e) Under no circumstances shall Unipole be located to obstruct or alter the frontal silhouette of any transparent/translucent surfaces/openings.
- (f) Materials used on all Unipole should be non-polluting and fire resistant.
- (g) The cabling and conduit should be concealed from view of the s Unipole and any supporting structure from all angles, including visibility from the street level and nearby higher buildings and against the skyline.
- (h) No Unipole under any circumstances shall be supported from, hung or placed on other signs. Each Unipole should be self-supporting or fixed securely with the architectural structure.
- (i) Unipole should be non reflective such that they do not flash or glare at drivers on the streets.
- (j) Apart from accommodating vehicular and pedestrian traffic, road reserves are corridors for utility services such as power, telecommunications, gas, storm water, water supply and sewerage. The location of these services is known by other agencies with their own legislative right to install these services within the road reserve.
- (k) The Municipal Corporation Satna does not have the accurate location of all underground services. The Authorisee is responsible to co-ordinate, inform and communicate to relevant authorities before any excavation or fabrication on site work is to be undertaken. Any liability, delay or accident that happens, is complete responsibility of the Authorisee.
- (l) Authorisee is solely responsible for ensuring that during erection, maintenance, alteration and operation of Unipole's, the Unipole's do not conflict with services or other things within the road reserve.

(m) The Municipal Corporation Satna may ask the Authorisee to either replace or altogether remove any Unipole to facilitate the work undertaken by utility services such as power, telecommunications, gas, storm water, water supply and sewerage, or for road widening.

67. STRUCTURAL SPECIFICATIONS AND STANDARDS

67.1 PREAMBLE

The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified.

In addition to the Development & Operational Controls covered in the previous Part, the Specifications and Standards as defined in the Authorisation Agreement cover the Technical Specifications and Guidelines for various components of Unipole.

The following specifications and standards cover only some of the minimum requirements for the development of project facilities. The Service Provider shall construct, operate, maintain and manage the proposed project facilities strictly conforming to the relevant Indian standards, Bureau of Indian Standards (BIS), the best industry practices, and internationally acceptable norms for street furniture. Whether the requirements are explicitly stated or not in the RFP documents, the Authorisee must note that Municipal Corporation Satna envisages a world-class facility in all respects and expects international quality and standards from the selected service provider, as the binding contractual obligation.

68.2 STRUCTURE

- (a) A Structural Engineer practicing in the field of structural engineering shall certify outdoor Media Device structures.
- (b) This certification confers compliance of the design with relevant Indian Structural Design Standards, Codes of practice and conditions of these Madhya Pradesh Outdoor Advertisement Media Rules, 2017. The foundations shall be designed and checked for extreme wind conditions, earthquake, soil bearing capacity , etc.
- (c) The Structural Engineer shall be accountable in case of any structural disability of the Unipole's. Certified structural engineer should do the annual audit of the Unipole's structure and report should be submitted to Municipal Corporation Satna .
- (d) The supporting structure shall have a non-reflective finish to prevent glare.
- (e) The Unipole's structure shall be well maintained. It shall be painted in colours that are consistent with, and enhance, the surrounding area.
- (f) Official road furniture such as official signs and delineator guideposts shall not be used as the supporting structure of Unipole's.

- (g) The name of the Authorisee / License Number / Unipole Device Identification Number / Authorisation Period , etc., shall be placed in a conspicuous position on the Unipole's.

69. DISPLAY AREA ON UNIPOLES

All Unipole's having following:

- (a) Advertisement shall only be placed in accordance with Madhya Pradesh Outdoor Advertisement Media Rules, 2017.
- (b) All Unipole's should be of a good aesthetic design and shall be certified by a licensed structural Engineer. The designs should blend in with the locale and should be as per the design specification provided by Municipal Corporation Satna . All Unipole's shall be erected under the supervision of Executive Engineer, Municipal Corporation Satna concerned.
- (c) The Authorisee shall be allowed to put up the advertisement only after completion of each Unipole and successful testing of the equipment and certification by Municipal Corporation Satna .
- (d) The Authorisee is at liberty to display either lit or non-lit advertisements. The electricity charges for lit display shall be borne by the Authorisee shall ensure that it shall cause minimum disturbance to the traffic or other civic amenities in the exercise of its obligations under this scheme. If the Unipole is required to be shifted due to road widening , etc., the cost will have to be borne by the Authorisee. Whenever developmental activity is taken up by the Municipal Corporation Satna like construction of Foot over bridges, Flyovers and road widening / alignment works, pipe line shifting , etc., the Authorisee should remove the Unipole's at his own cost on intimation from Municipal Corporation Satna .
- (e) The Authorisee shall not display or execute any picture/poster/words on the advertisement display that are repugnant to the general standards of morality. The Authorisee expressly agrees that the decision of the Commissioner, Municipal Corporation Satna in this regard shall be conclusive and binding on the Authorisee.
- (f) The Authorisee shall ensure that erection and commissioning of the entire project is completed within a period of six months from the date of issue of order by the Commissioner, Municipal Corporation Satna . The work shall have to be completed to the satisfaction of the Commissioner, Municipal Corporation Satna . Suitable extension can be granted by the Commissioner, Municipal Corporation Satna provided if it is satisfied that the delay was unavoidable.
- (g) The Authorisee shall not display or exhibit any picture, poster, statue or other articles in any part of the premises that are repugnant to the general standards of morality. The Authorisee expressly agrees that the decision of the MCS in this regard shall be conclusive and binding on the Authorisee.

- (h) The prospective bidders are required to inspect/visit the Proposed Unipole site location and then quote the license fee. Under any circumstances, no grievance regarding available space for advertisement , etc., shall be entertained. The said penalty shall be without prejudice to MCS's right to take any other action and/or any penalty imposed by MCS.

70. ELECTRICITY CONNECTION

- (a) MCS will hand over the Unipole's site as per the RFP to the successful bidder. It will be the responsibility of the Authorisee to install/erect and make arrangement for Electricity connection to Unipole's as per rules and law or instructions issued by Union Govt. or M.P. Govt. or MCS or any authority in this regard. The Authorisee has to bear all the Maintenance cost of Unipole's including Electricity Bill , etc., during the entire contract period. During the currency of the contract, Electricity consumption Bill of Unipole's for lighting of Add panel shall be bear by the Authorisee.
- (b) Further, any theft, mishandling of Electricity meter/fitting during the period of the contract, the licensee shall also bear the cost of the same. Further, it will be the responsibility of the Authorisee to hand over the entire Unipole's to MCS on expiry/termination/surrender of contract as the case may be, in good condition and with full Electricity fitting. The proportionate deductions on account of missing Electricity fitting shall be made from the Performance Security Deposit.
- (c) Authorisee will not be allowed to use Diesel Generator Sets for any purpose on the Unipole's. In case any D.G. Sets is found operating, directly or indirectly, the same will be seized by the Commissioner, MCS or his authorized representative will have the right to impose penalty maximum up to Rs.5000/-(Rupees five thousand only) per day or to terminate the contract without giving any notice. This action will be in addition to and without prejudice to the rights and actions taken by any government, Authorisee under provision of law for unauthorised use of D.G. Set.

71. SHIFTING / REMOVAL / DEMOLITION OF UNIPOLE'S

- (a) The Commissioner, MCS or his authorized representative shall have the right to have the Unipole's demolished, discontinued, shifted or removed at any time during the Authorisation Period without any prior notice to the Authorisee for any reason whatsoever.
- (b) In the event of such removal or shifting, the Authorisee may be permitted at the discretion of Commissioner, MCS to display the advertisement on the alternative site if constructed / allotted and if available.
- (c) The locations may be changed / relocated for the reasons beyond the control of MCS. The Bidders must themselves verify sites and other details as needed for bidding.

- (d) The Authorisee shall re-commission the Unipole's or the affected part thereof on receiving the instructions from MCS in this regard.
- (e) In such a case the cost of relocation of any / all the Unipole's shall be borne by the Authorisee as per the instructions from MCS and the Unipole's shall be relocated & recommissioned within 15 days.

72. REMOVAL OF ADVERTISEMENT ON EXPIRY OF CONTRACT BY THE AUTHORISEE

- (a) It will be the responsibility of the Authorisee to remove all advertising on or before the date of expiry of the contract. If any advertisement will be found displayed on the Unipole's after expiry of the Authorisation Period, the Authorisee will have to pay compensation of double the rate of Authorisation Fee per day per advertisement up to the date the advertisement are actually removed.
- (b) On failure on the part of the Authorisee in removing the advertisement as mentioned above, the Commissioner, MCS or his authorized representative shall have the right and power to remove such advertisement at the risk & cost of Authorisee without any notice.
- (c) The compensation mentioned above will be over and above the license fee or late fee if any. The Authorisee shall be liable for any damage to the Unipole's in any manner whatsoever during the Authorisation Period or its expiry whether occasioned by installation or removal of the advertisement or otherwise.
- (d) Any amount on this ground may be adjusted from the security deposit and/or any payment due to Authorisee.

73. SITE DEVELOPMENT RELATED SPECIFICATIONS

UNIPOLES

All the project components/facilities shall be as per the design approved by Municipal Corporation Satna and shall not obstruct the pedestrian access using footpaths, skywalks (FOBs), Navigation Devices, etc.

Recommended practices for road signs as per IRC 67:2001 and for pedestrian facilities as per IRC 103:1988 shall be followed

73.1. Civil and Structural Specifications

UNIPOLES

- (a) The basic structure shall be made of Structural Steel and designed for all Dead and Live loads (500 kg/sq.m), Wind Pressures (in accordance with IS: 875, Part-3 of 1987) and seismic forces (seismic zone II standards in accordance with IS: 1893-2002), etc., and shall be in accordance with the latest Indian Standard Codes.
- (b) Steel structures shall be designed in accordance with the provisions of IS 800:1984. Structural steel shall conform to IS 2062:2006. Tubular sections shall conform to IS-4923. Structural joints shall conform to IS 4000:1992.
- (c) All materials to be used for the construction shall conform to the specifications and standards laid down in Part V of National Building Code on building material and Part VII of National Building Code on construction practices and safety, latest edition as prevalent at the time of execution of work.
- (d) RCC components shall be designed as per IS 456: 2000 and other relevant codes.
- (e) Authorisee are advised to carry out their own investigations related to soil condition, strata, bearing capacity and other characteristics of the project locations.

73.2. LIGHTING (UNIPOLES)

Lighting shall be designed to provide adequate vision, comfort and safety. It shall be designed to provide uniform lighting of minimum throughout the facility with no dark patches or pockets and shall conform to IS 7537(Part 0/Sec 0): 1974 of BIS.

74. OTHER STANDARDS

UNIPOLES

- (a) The Service Provider shall take such measures and exercise to protect the site during the course of the works as directed by and to the entire satisfaction of the Municipal Corporation Satna .
- (b) The Service Provider shall submit a programme supported with Bar Chart for construction of project/s in a phased manner so as to cause least inconvenience to the public. The construction and erection work shall be carried out during night hours/restricted hours keeping in view the safety of pedestrians/traffic. The Service Provider should give their complete program for different stages of execution including planning, designing, fabrication and erection , etc.
- (c) During the construction period, the Service Provider shall make suitable arrangements to co-ordinate with the Municipal Corporation Satna , Officer In Charge and provide all necessary information so as to allow the Municipal Corporation Satna , Officer In Charge to monitor the progress and quality of construction in line with the role of the Municipal Corporation Satna , Officer In Charge as provided in the Authorisation Agreement.

- (d) The Service Provider shall provide all equipment and materials necessary to provide the Services.
- (e) The installed facility and equipment shall be inspected, checked and tested to verify that it is correct, complies with specification and has been installed in accordance with design drawings and as per defined technical specifications.
- (f) The following checks shall be carried out before acceptance of various units and equipment:
 - I. Dimensions of all the civil structures as per the approved drawings
 - II. Pipes and related accessories installed as per the approved drawings
 - III. Alignment of equipment as per the approved drawings
 - IV. All the electrical works to be tested for routine and type tests
 - V. Installation of cables, earthing works as per relevant IS or international codes
- (g) The commercial space (as approved by Municipal Corporation Satna) provided to the Service Provider shall be used strictly for the purpose for which they are allotted.
- (h) Wherever any references to any Indian Standard Specifications and/or IRC codes occur in the documents relating to this contract, the same shall be inclusive of all amendments issued there to or revision thereof if any, up to the date of receipt of tender.
- (i) The work shall be executed with highest degree of efficiency and all safety aspects shall be adopted as per International practices as directed by Municipal Corporation Satna , Officer In Charge.

75. MAINTENANCE AND PERFORMANCE STANDARDS

75.1. PREAMBLE

The following maintenance and performance standards cover only some of the minimum requirements for operation. The Service Provider shall operate, maintain, and manage the unipoles strictly conforming to the relevant Indian standards, the best industry practices, and internationally acceptable norms.

75.2. GENERAL

During the period of operation, the Authorisee shall maintain all the unipoles in accordance with performance standards and maintenance requirements, as mentioned below:

- a. Perform maintenance on a routine and periodic basis.
- b. Provide functional facilities that
 - i. Meet the requirements of unipoles;

- ii. Ensure the safety of the pedestrian and road users; and
 - iii. Maintain a clean and hygienic environment at Project locations.
- c. Identify potential problems early within the context of the planned maintenance system so that corrective action may be planned and completed in a timely manner.
- d. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.
- e. Maintain regular and systematic records of all maintenance and operations activity at the Facilities..

76.3. MAINTENANCE WORKS

- i. The Authorisee shall in consultation with Municipal Corporation Satna and/or Municipal Corporation Satna , Officer In Charge evolve an Operation and Maintenance Manual.
- ii. The Service Provider shall perform routine and periodic maintenance activities for the project infrastructure viz, civil, mechanical and electrical works and equipment, services, facilities.
- iii. Maintenance of all the electrical-mechanical equipment's, machineries shall be as per 'Original Equipment Manufacturers' (OEM) standards.

77. MAINTENANCE PERFORMANCE STANDARDS

- a) The Authorisee shall maintain all the Unipoles in good and usable condition throughout the Authorisation Period or any extension thereof through regular and preventive maintenance of the Unipoles.
- b) The Operation and Maintenance Manual shall include all the activities required for regular and periodic maintenance of the Unipole's during the Operations Period, so that the all Unipole's maintained in a manner that at all times it complies with the specifications and standards and at the time of divestment of rights and interests by the Authorisee in terms of the Authorisation Agreement in sound, durable and functional condition

78. MAINTENANCE OF OUTDOOR MEDIA DEVICES AND REMOVAL OF UNAUTHORISED ADVERTISEMENTS

- 1. Subject to provisions of Madhya Pradesh Outdoor Advertisement Media Rules-2017:
 - (a) The Authorisee is responsible for maintaining the Unipole's and the surrounding area so that it does not become unsightly or deteriorate to such a degree that it is in conflict with any provision of Madhya Pradesh Outdoor Advertisement Media Rules-2017. Authorisee

shall also be responsible for structural safety of the Unipole's and in case of any accident the owner shall be held liable for any mishap.

(b) An Authorisee contemplated in paragraph (a), must carry out at least once in three (3) months inspection of an Unipole's with a view to satisfying himself or herself that it has been properly maintained and forthwith carry out any necessary maintenance resultant upon such inspection. At the end of the year, the Authorisee shall submit such inspection reports to the Municipal Corporation Satna .

(c) The Authorisee shall ensure that a metallic plate (minimum size of 1 feet by 1feet) or IT enabled device with the embossed logo of the Municipal Corporation Satna providing details of the Unipole's, are displayed and maintained in good condition at all times. Failure to do so shall result in imposition of penalty amounting to 10% of the annual license fee.

2. If in the opinion of the Municipal Corporation Satna , any Unipole is in a dangerous or unsafe condition or has been allowed to fall into a state of disrepair or is in conflict with any requirement of Madhya Pradesh Outdoor Advertisement Media Rules-2017, Municipal Corporation Satna shall serve a notice on the Authorisee to remove / maintain the Unipole, within a period so specified and Authorisee shall be required to comply thereof within stipulated time.
3. If the Unipole or advertisement is unauthorised or the Municipal Corporation Satna is of the opinion that an Unipole constitutes an imminent danger to any person or Property, the Municipal Corporation Satna shall without serving a notice in terms of Rule 17(2) of Madhya Pradesh Outdoor Advertisement Media Rules-2017, or if such a notice has been served but not complied within the period specified therein, remove / maintain the Unipole.
4. The cost incurred for the removal and storage of an Unipole, and any other costs incurred by the Municipal Corporation Satna as contemplated in Rule 17(3) of Madhya Pradesh Outdoor Advertisement Media Rules-2017, shall be recovered from the Authorisee. The Municipal Corporation Satna shall remove the Unipole at the risk and cost of the Authorisee.
5. If an Unipole has been removed in terms of Rule 17(4) of Madhya Pradesh Outdoor Advertisement Media Rules-2017, Municipal Corporation Satna shall promptly in writing give a notice of such removal to the Authorisee.
6. Any Unipole, which has been removed and/or stored in terms of these Rules, shall be released to its Authorisee subject to payment of prescribed fee/charges as determined by the Municipal Corporation Satna within a period of maximum three (3) months. After a period of three (3) months the Municipal Corporation Satna shall be free to auction or dispose the said Unipole by transparent process and proceeds received shall be treated as Municipal Corporation Satna fund.

7. The Municipal Corporation Satna shall remove an unauthorised outdoor advertisement promptly and the Municipal Corporation Satna shall immediately dispose of such advertisement/structures on, as is where is basis. The Municipal Corporation Satna shall prepare and implement adequate process for such removal and disposal, from time to time.

79. REPORTING AND MONITORING

79.1. INSPECTIONS

Municipal Corporation Satna or its authorised representative will inspect any Unipole for the purpose of implementation and enforcement of Madhya Pradesh Outdoor Advertisement Media Rules-2017. Municipal Corporation Satna may also authorise any official of Municipal Authority to carry out such inspection.

79.2. REPORTING

Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance , etc.

- (a) To suggest other report formats that could be useful for managing Control Room operations, apart from the reports requested by Municipal Corporation Satna.
- (b) To provide for flexible report formats, in .xls, .txt or any other user-friendly structure including graphics depending on the request of the Municipal Corporation Satna from time to time.
- (c) Reports should be available remotely also in Municipal Corporation Satna through electronic means like web based access with password security and emails , etc. The report should include latest data, if the authorised report seeker does not specify period.

80. OFFENCES AND PENALTIES

The Municipal Corporation Satna shall impose penalty for below mentioned violations as per the provisions of Madhya Pradesh Outdoor Advertisement Media Rules-2017.

Sr. No.	Type of Violation	Penalty
1	<i>Violation In Size, Type, Location, Payment Etc. Of Authorised Unipole By Registered Entity.</i>	<ol style="list-style-type: none"> 1. In case of first violation related to any Unipole, the penalty shall be Rs.5/ per Sqft / per day or equal to applicable Authorisation fee as prescribed in Schedule-IV of Madhya Pradesh Outdoor Advertisement Media Rules-2017, whichever is more from the date of violation and subject to condition that the said violation is removed or corrected within 15 days. 2. In case of second/continuing violation beyond 15 days, the Unipole shall be debarred from display of advertisements for a minimum period of one year and bank guarantee shall be forfeited along with forceful removal of Unipole.
2	<i>Unauthorised //Illegal Media Installed</i>	Rs.10/- per Square feet of Unipole per day or double the applicable Authorisation fee as per relevant typology as prescribed in Schedule-IV of Madhya Pradesh Outdoor Advertisement Media Rules-2017, whichever is more to be charged for a minimum period of 30 days or for the period of actual display, whichever is higher and along with forceful removal of structure.

The penalty imposed shall be deposited by the Authorisee within seven days of receipt of the notice as issued by the Municipal Corporation Satna , failure to do so shall attract an interest of @ 12% per annum calculated on the number of days beyond the seventh day till the receipt of payment by the Municipal Corporation Satna .

In case more than Three separate independent instances of violation of Unipole’s in terms of Madhya Pradesh Outdoor Advertisement Media Rules-2017, occur with the same Authorisee, this shall lead to blacklisting of the Owner/Agency including its Directors/Members for a period of three years. Due to aforesaid blacklisting of the Owner/Agency and Directors/Members, other OMD/s with the same Owner/Agency shall automatically become unauthorised. Application as a new case can be made after the period of blacklisting as per these Rules.

81. TRAFFIC HAZARD POTENTIAL DEPENDENCIES

1. The traffic hazard potential of an Outdoor Media Device depends on its:

- (a) Site Location: Outdoor Media Device's location from the road, which is measured in terms of lateral and longitudinal displacements from the edge of the road. The hazards generally diminishes further the device is away from the road.
 - (b) Size of the Outdoor Media Device,
 - (c) Luminance level of the Outdoor Media Device, and
 - (d) Background and other such related issues.
2. An Outdoor Media Device may be considered a traffic hazard-
- (a) If it interferes with road safety or traffic efficiency.
 - (b) If it interferes with the effectiveness of a traffic control device (e.g., traffic light, stop or give way sign).
 - (c) Obscures a driver's view of a road hazard (e.g., at corners or bends in the road).
 - (d) Imitates a traffic control device.
 - (e) Is a dangerous obstruction to road or other infrastructure, traffic, pedestrians, cyclists or other road users.
 - (f) Obscure any existing and legally erected Navigation Devices or Outdoor Media Device;
 - (g) If it is in the declared dangerous (partly or fully) or has been issued with the notice under the Madhya Pradesh Municipal Corporation Act, 1956 or Madhya Pradesh Municipalities Act, 1961;
 - (h) If it violates the building by-laws of Municipal Corporation;
 - (i) If it is against the public interest;

82. SITE SELECTION CRITERIA

82.1. LATERAL PLACEMENT -

- 1. Unipole shall not be permitted on traffic islands.
- 2. Where carriageways diverge so much that oncoming traffic is not visible because of topography or dense vegetation.
- 3. Unipole should not be permitted:
 - (a) in medians
 - (b) on traffic junctions where carriageway diverge
 - (c) on footpaths

- (d) where footpath doesn't exist Unipole shall not be permitted within 3 meter of existing carriageway.
- (e) where footpath exist Unipole shall not be permitted within 3 meter from the edge of the footpath.
- (f) on roads where service road/lane exists, the Unipole shall not be permitted within 3 m from the edge of the service road/lane.

82.2. LONGITUDINAL PLACEMENT (DRIVER DISTRACTION CONTROL) -

The minimum distance between two Unipole/Hoarding on the same side of the road shall not be less than 50 meter.

83. DEVELOPMENT CRITERIA

1. Apart from accommodating vehicular and pedestrian traffic, road reserves are corridors for utility services such as power, telecommunications, gas, storm water, water supply and sewerage. The Agency/Advertiser or the licensee is responsible to co-ordinate, inform and communicate to relevant authorities before any excavation or fabrication on site work is to be undertaken. Any liability, delay or accident that happens, is complete responsibility of the Owner/Agency.
2. Outdoor Media Device Owner/Agency are solely responsible for ensuring that during erection, maintenance, alteration and operation of an Outdoor Media Device, the device does not conflict with services or other things within the road reserve.
3. The Competent Authority may ask the Owner/Agency to either replace or altogether remove any Outdoor Media Device to facilitate the work undertaken by utility services such as power, telecommunications, gas, storm water, water supply and sewerage, or for road widening.

84. PHYSICAL CHARACTERISTICS

The application of control on physical characteristics is intended to minimise the level of driver distraction. Control of the physical characteristics of Outdoor Advertising Devices shall relate to the:

- (a) Size and shape
- (b) Colour
- (c) Illumination
- (d) Outdoor Media Device Content
- (e) Legibility
- (f) Structure
- (g) Electrical Connection

(a) Size and Shape -

Unipole shall not use shapes that could potentially result in an Unipole being mistaken for the effectiveness of official traffic signs or Navigation Device.

(b) Colour -

Unipole shall not use colour combinations that could potentially result in and being mistaken for an official traffic sign or Navigation Device.

(c) Illumination -

1. Unipole shall not contain flashing red, blue or amber point light sources which, when viewed from the road, could give the appearance of an emergency service or other special purpose vehicle warning lights.
2. All lighting associated with the Unipole shall be directed solely on the Unipole and its immediate surrounds.
3. External illumination sources shall be shielded to ensure that external 'spot' light sources are not directed at approaching motorists.
4. Illumination of Unipole is to be concealed or be integral part of it.
5. Up-lighting/upward pointing of the Unipole shall not be allowed, any external lighting is to be downward pointing and focused directly on the Unipole to prevent or minimise the escape of light beyond Unipole.
6. Any light source shall be shielded so that glare does not extend beyond the Unipole.
7. Non-static illuminated Unipole (with flashing lights) are not permitted.

(d) Outdoor Media Device Content -

The Municipal Authority will generally rely upon self regulatory controls within the Advertising industry to enforce minimum Advertising standards. Notwithstanding this approach, the Municipal Corporation Satna may take action to modify or remove any Unipole that contravene the Advertising Industry's Code of Ethics, (refer List of Negative Advertisements provided in Schedule II of Madhya Pradesh Outdoor Advertisement Media Rules-2017) or that otherwise causes a traffic hazard.

(e) Legibility -

1. The text elements on an Unipole face should be easily discernible to traveling motorists. This will minimise driver distraction.
2. The content or graphic layout exhibited on Unipole panel shall avoid hard-to-read and overlay intricate typefaces and have letters styles that are appropriate and is not detrimental to the smooth flow of traffic and distracting to the driver.
3. All Unipole shall be so designed as to maintain a proportion where, as a general rule, letters should not appear to occupy more than 20% of the Unipole area, unless otherwise permitted by the Municipal Corporation Satna.

(f) Structure -

1. A Structural Engineer practicing in the field of structural engineering shall certify Unipole structures.
2. This certification confers compliance of the design with relevant Indian Structural Design Standards, Codes of practice and conditions of Madhya Pradesh Outdoor Advertisement Media Rules-2017. The foundations shall be designed and checked for extreme wind conditions, earthquake, soil bearing capacity, etc.
3. The Structural Engineer shall be accountable in case of any structural disability and safety of the Unipole. Certified structural engineer should do the annual audit of the Unipole structure and report should be submitted to Municipal Corporation Satna.
4. The supporting structure shall have a non-reflective finish to prevent glare.
5. The Outdoor Media Device structure shall be well maintained. It shall be painted in colours that are consistent with and enhance the aesthetics of surrounding area.
6. Official road furniture such as official signs and delineator guideposts shall not be used as the supporting structure of an Unipole.
7. The name of the Unipole license holder / license number / media device identification number / license period, etc., shall be placed in a conspicuous position on the Unipole.

(g) Electrical Connection-

1. Electrical connections to Unipole shall accord with relevant Indian Standards.

2. Electrical connections to Unipole shall be designed to ensure there is no safety or traffic risk.
3. Electrical connections to Unipole shall be designed to be safe in the event of accidental knock down.
4. As constructed, certification shall be supplied immediately following installation and connection.
5. The Authorisee is the power consumer and shall make application for power connection and shall obtain electricity connection from the respective distribution company/agency for illuminated display at each site in his own name, for which Municipal Corporation Satna would provide him necessary no objection certificate on his specific request.
6. Any charges for power connection and supply shall be incurred directly by the Authorisee. A copy of the electricity supplier's letter of acceptance/billing arrangement shall be provided to the Municipal Corporation Satna before entering into formal license agreement.
7. The electrical installation work shall be performed by a licensed electrical worker in accordance with the relevant Electricity Regulation and the Wiring Rules and as per the relevant electricity suppliers.
8. Adequate insulation and protection equipment and procedures shall be in place to protect maintenance and service personnel working on either the Unipole or the road lighting circuit. For earthing, a separate earth electrode shall be used, and active and neutral conductors shall be used only for supply from the supply point.
9. A sketch plan shall be submitted to Municipal Corporation Satna showing the location from where the electricity is being drawn along with position of various other ancillary requirements, duly signed by a qualified electrical engineer practicing in same field.
10. A copy of the electrical contractor's test certificate shall be provided to the Municipal Corporation Satna. The switching device shall be of a type approved by the electricity supplier. Electrical components shall be in accordance with relevant Indian Standards.

85. PROHIBITED AREAS

No Unipole shall be allowed in the following areas:

1. In front or / inside the compound of/on the walls of any-

- a) Building of archaeological, architectural, aesthetically, historical or heritage importance;
 - b) Statues, minarets or pillars of heritage importance;
 - c) Educational institutions;
 - d) Traffic Islands;
2. The Municipal Authority have the power to add the specific area in Prohibited List of Area for Unipole.

86. LIST OF NEGATIVE ADVERTISEMENT

The advertisement consisting/exhibiting any one or more of the following shall be deemed to be negative advertisement for the purpose of Madhya Pradesh Outdoor Media Rules - 2017.

- a) Nudity
- b) Racial or communal or propagating caste community or ethnic difference;
- c) Promoting drugs, alcohol, cigarette or tobacco items;
- d) Propagating exploitation of women or child;
- e) Sexual overtones;
- f) Depicting cruelty to animals;
- g) Depicting anti national activities;
- h) Casting aspersion on any brand or person;
- i) Advertisement banned by any law;
- j) Glorifying violence;
- k) Destructive devices and explosives depicting items;
- l) Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.);
- m) Which may be defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
- n) 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;
- o) 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; and
- p) Any other items considered inappropriate by the Competent Authority.

DECLARATION

I/WE declare that I/WE have read the above terms and conditions for **“Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”** and the details/information by me/us to which I/WE have subscribed my/our signatures. I/WE undertake to abide by the said terms and conditions. I/We am/are major on the date of making this declaration.

Signature of the Tenderer

Name:

Address:

Dated:

ANNEXE - 1 – UNIPOLE PACKAGES MINIMUM ANNUAL AUTHORISATION FEE

PACKAGE WISE MINIMUM ANNUAL AUTHORISATION FEE		
Sr. No	Package ID	Amount (Rs)
1	MCSUP001	₹ 4,68,083
2	MCSUP002	₹ 4,19,476
3	MCSUP003	₹ 4,43,631
4	MCSUP004	₹ 5,65,000
5	MCSUP005	₹ 4,98,630
6	MCSUP006	₹ 5,19,663
7	MCSUP007	₹ 3,98,963

Note:

Note:

- Total contract term is Three (3) years from the date of handing over and will start operation and maintenance of all packages.
- The Bidder shall operate, maintain and manage the complete Unipole, throughout the Authorisation period in accordance with this RFP document.
- Authorisee must ensure that all the Unipole will be erected/install in the defined earmarked location only.

SECTION III
FORMATS FOR BID SUBMISSION

ANNEXE - 2 - COVERING LETTER
(On the Letter Head of the Bidder)

Dated:

To,
Commissioner
Municipal Corporation Satna (MCS)

Subject: Submission of Bid for “Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”.

Respected Madam:

1. We are submitting this Bid (Proposal) on our own.
2. Having visited the site and examined the RFP Documents, for the execution of the Authorisation Agreement for the captioned Project, we the undersigned offer to finance, construct, operate & maintain the whole of the said ‘Project’ for the Authorisation Period in conformity with the RFP.
3. This Bid and your written acceptance of it shall form part of the Project Agreements to be signed between the Authorisee and the Municipal Corporation Satna. If a Bidder is nominated as Preferred/ Successful Bidder, we understand that it is on the basis of the technical, financial & organisational capabilities and experience of the Bidder taken together. We understand that the bases for our qualification will be the complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per RFP, or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.
4. We agree that
 - a) if we fail to meet the Minimum Development Obligations and/or Technical specifications and/or the Performance Standards according to the conditions/stipulations of the RFP/Authorisation Agreement,
OR
 - b) If we fail to offer provide required facilities to Municipal Corporation Satna or its Authorised Representative for carrying out the inspection of works, operations and performance, then Municipal Corporation Satna or its representative shall be at liberty to take action in accordance with the RFP/ Authorisation Agreement.
5. We undertake, if our Bid is accepted, we will complete the Project, commence operations and maintain the project facilities as per the RFP/Authorisation Agreement.
6. We agree to abide by this Bid for a period of 180 (One Eighty) days from this bid submission Due Date fixed and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. In the event of our Bid being accepted, we agree to enter into a formal Authorisation Agreement with Municipal Corporation Satna as per the RFP.

8. If our Bid is accepted, we agree for the following:

- a) To furnish an unconditional and irrevocable Bank Guarantee (as mentioned in RFP) towards performance security within 30 days of LoA and as pre-condition for signing of Authorisation Agreement as per the RFP.

9. We agree that if we fail to fulfil any of the conditions mentioned at above, Municipal Corporation Satna should have the right to forfeit the Bid Security being furnished by us along with this Bid.

10. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects' and we agree to the terms as under.

- a) Minimum Development Obligations as indicated in the RFP;
- b) Development Controls of Municipal Corporation Satna or any other statutory authorities etc.
- c) The Technical specifications, the performance standards etc. as stipulated in the RFP;
- d) Any other regulation as applicable.

11. We understand that Municipal Corporation Satna is not bound to accept any or all Bids it may receive.

12. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Authorisee.

13. We do, also, certify that all the statements made and/or any information provided in our proposal is true and correct and complete in all aspects.

14. We declare that in the event that Municipal Corporation Satna discovers anything contrary to our above declarations, it is empowered to disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Dated this _____ day of _____ 2019

(Signature)
(Name of the person)
(In the capacity of)

(Name of firm) _____ Company Seal _____

ANNEXE - 3 — PROJECT UNDERTAKING
(On the Letter Head of the Bidder)

Date ----

Commissioner
Municipal Corporation Satna (MCS)

Subject: Submission of Bid for “Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”.

We have read and understood the Request for Proposal (RFP) document in respect of the captioned project provided to us by Municipal Corporation Satna.

We hereby agree and undertake as under:

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

Dated this Day of 2019

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

TECHNICAL PROPOSAL FORMATS

ANNEXE - 4 - FORMAT FOR LETTER OF UNDERTAKING FOR TECHNICAL BID
[On the Letter Head of the Bidder]

Date:

Commissioner
Municipal Corporation Satna (MCS)

Subject: Submission of Bid for “Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”.

Respected Madam,

As a part of the Bid for “**Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights**” we hereby agree to develop and operate the Project as per the requirements stipulated in the RFP. We hereby undertake that if the Project is awarded to us, we will meet requirements as specified hereunder and hereby give our compliance for the same.

- (a) Proof for Eligibility Criteria
- (b) Statement of Legal Capacity (as per the format provided in RFP)
- (c) Relevant past Experience as requested in the RFP Technical Evaluation Criteria

We hereby assure Municipal Corporation Satna and guarantee that in future, from time to time whenever we are required to undertake or follow any specific guideline/law, we shall do the needful as required as required to ensure that the project and the Authorisee comply with the legal requirements.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

ANNEXE - 5 - FORMAT FOR LETTER OF APPLICATION
(On the Letterhead of the Bidder)

Date:

Commissioner
Municipal Corporation Satna (MCS)

Respected Madam,

1. Being duly authorised to represent and act on behalf of (Herein after "the Applicant"), and having reviewed and fully understood all the qualification information provided, the undersigned hereby apply to be qualified as a bidder for the Project of **“Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”**.

2. Municipal Corporation Satna and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorisation to any individual or authorised representative of any institution, to provide such information deemed necessary to verify statements and information provided in this application, or with regard to the resources, experience, and our competence.

3. This Application is made in the full understanding that:

a) Bids by Qualified Applicants (Bidders) will be subject to verification of all information submitted for qualification at the time of bidding;

b) Municipal Corporation Satna reserves the right to reject or accept any Application, cancel the qualification process, and reject all Applications; and

c) Municipal Corporation Satna and its authorised representatives, consultants, advisors, etc., shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for them.

The undersigned declare that the statements made and the information provided in the duly completed Application are complete, true, and correct in every detail.

Authorised Signatory

Name:

Designation:

ANNEXE - 6 - NO – BLACKLISTING DECLARATION

[On the letterhead of the Bidder]

As on date of submission of the proposal, the bidder should not have been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

[On the letterhead of the organisation]

No – Blacklisting Declaration

This is to certify that ----- (Name of the organisation), having registered office at ----- (Address of the registered office), as on date of submission of the proposal, have not been blacklisted by any Government entity (Central or State Government or PSU) in India or is under a declaration of ineligibility for fraudulent or corrupt practices by any Government entity (Central or State Government or PSU) in India.

Signature:

Name of the Authorised Signatory:

Designation:

** No conviction certificate should be duly signed by Authorised Signatory

Note: In case, information required by Municipal Corporation Satna is not provided by the bidder in the forms/formats provided above, Municipal Corporation Satna shall proceed with the evaluation based on information provided and may not request the bidder for further information. Hence, responsibility for providing information as required in the above forms lies solely with the bidders.

ANNEXE - 7 - FORMAT OF BANK GUARANTEE
(To be executed on requisite Stamp Paper)

WHEREAS, (Name of the Bidder) wishes to submit his Bid for the selection of Authorisee for, Request for Proposal for **Engagement of Agency for Construction of Unipole's And Award Of Advertisement Rights** hereinafter called "Bid".

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____ (hereinafter called "the Bank") are irrevocably and unconditionally bound to the Satna Municipal Corporation or its successor, (hereinafter referred to as "Municipal Corporation Satna" in the sum of Rupees XXXXXX (in Words) Rs. XXXXXX/-which payment can truly be made to Municipal Corporation Satna. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2017

THE CONDITIONS of this obligation are:

- (a) If the applicant withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP document in Municipal Corporation Satna's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from Municipal Corporation Satna in this regard; or
- (c) If the applicant, refuses to accept the correction of errors in the Bid; or
- (d) If the applicant, having been notified of the acceptance of its Bid by the Municipal Corporation Satna fails or refuses to comply with the following requirements:

- Pay the performance security and the advance quarterly instalment of the Authorisation Fee as specified in the RFP document to Municipal Corporation Satna.
- Sign the Authorisation agreement as provided in the RFP Document We agree and undertake, absolutely, irrevocably and unconditionally to pay to the Municipal Corporation Satna, as the case may be, the above amount without protest, delay or demur upon receipt of Municipal Corporation Satna's first written demand, without the Municipal Corporation Satna having to substantiate its demand, provided that in its demand the Municipal Corporation Satna will note that the amount claimed by it is due to it owing to the occurrence of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by Municipal Corporation Satna at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

In the event that this Bidder is selected for award of the project through the issue of the Letter of Intent, the EMD shall remain in force until the date of signing of agreement by such Bidder

OR

In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, which is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Satna and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF THE BANK _____
NAME AND DESIGNATION _____
SEAL OF THE BANK _____
NAME OF THE WITNESS _____
ADDRESS OF THE WITNESS _____

ANNEXE - 8 - GENERAL INFORMATION

All firms applying for Expression of Interest are requested to complete the information in this form. Information to be provided for all owners or application that are partnership or individually owned firms.

Sr. No	Description	Details
1	Name of firm	
2	Head office address	
3	Contact No:	
4	Mobile No:	
5	Fax No:	
6	Email id:	
7	Place of incorporation	
8	Year of incorporation	
9	Registration Number	
10	MCS Outdoor Media Management Registration Number	

STRUCTURE AND ORGANIZATION

1. The applicant is: _____
 - a) an individual
 - b) a proprietor firm
 - c) a firm partnership
 - d) Limited Company or Corporation.
2. Attach the organisation Chart showing the structure of the Organisation, including the Names of the Directors and Position of offers.

3. Annual Turn Over

Year	Annual Turn Over in Rs. As per Balance Sheet or Income tax Clearance Returns
2015-2016	Rs.
2016-2017	Rs.
2017-2018	Rs.
<i>Total</i>	

Total Annual Turnover in the last three preceding financial years; 2015-16, 2016-17 and 2017-18 is Rs _____ (in words) _____

NOTE: The above data is to be supported by audited balance sheets / ITR's.

ANNEXE - 9 - FORMAT FOR POWER OF ATTORNEY FOR SIGNING APPLICATION/PROPOSAL

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application/Proposal for the **Engagement of Agency for Construction of Unipole's And Award Of Advertisement Rights**, including signing and submission of all documents and providing information/responses to Municipal Corporation Satna, representing us in all matters before Government of Madhya Pradesh, and generally dealing with Municipal Corporation Satna in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant Signature

(Name, Title and Address)

I Accept

Attorney Signature

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. To be executed by the sole Applicant.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be submitted under common seal affixed in accordance with the required procedure.
3. Also, the executant(s) should submit for verification, the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

ANNEXE - 10 - MINIMUM PACKAGE PRICE OFFER COMMITMENT IN BIDDING
(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Date:

Commissioner
Municipal Corporation Satna (MCS)

MINIMUM PACKAGE PRICE OFFER COMMITMENT IN BIDDING

Subject: Minimum Package Price Offer Commitment in bidding for “Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”.

We hereby certify and confirm that;

- (a) We will mandatory put our price offer for minimum Three (3) Unipole Packages as per the clauses of this RFP.
- (b) In case, we do not put our price offer for minimum Three (3) Unipole Packages then as per the clauses of this RFP Municipal Corporation Satna have all power to reject our H1 price offer in absence of non compliance of Minimum Three (3) Unipole Package Price Offer Commitment in bidding.

We further confirm that we shall comply with the clauses of this RFP with regard to compliance of Minimum Three (3) Unipole Package Price Offer Commitment in bidding.

Dated this _____ Day of _____, 2019

Name of the Applicant

Signature of the Authorised Person

Name of the Authorised Person

ANNEXE - 11 - FORMAT FOR PROJECT UNDERTAKING
(On the Letterhead of the Bidder)

Date:

Commissioner
Municipal Corporation Satna (MCS)

Re: **“Engagement of Agency for Construction of Unipole’s And Award Of Advertisement Rights”**.

We have read and understood the RFP Document in respect of the captioned Project provided to us by Municipal Corporation Satna.

We hereby agree and undertake as under:

(a) Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Application we hereby represent and confirm that our Application is unconditional in all respects.

(b) We are not barred by Municipal Corporation Satna, Government of India, Government of Madhya Pradesh, or any state government or any of their agencies from participating in similar projects.

Dated this _____ Day of _____, 2019.

Name of the Applicant

Signature of the Authorised Person

Name of the Authorised Person

ANNEXE - 12 – FORMAT FOR AFFIDAVIT

(Affidavit should be executed on a Non Judicial stamp paper of Rs. 100/- or such equivalent document duly attested by Notary Public)

A. I, the undersigned, do hereby certify that all the statements made in the Application are true and correct.

B. The undersigned also hereby certifies that neither our firm M/ S.....nor any of its directors / constituent partners have abandoned any work in Satna or in Madhya Pradesh nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Application nor have been blacklisted or barred by Municipal Corporation Satna from participating in any projects of BOT or otherwise or have never defaulted any tax and duties of Municipal Corporation Satna.

C. The undersigned also hereby certifies that neither our firm M/ S..... nor any of its directors / constituent partners have abandoned any work in India and / abroad nor any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this Application nor have been barred by any agency of GOI or Govt. of Madhya Pradesh from participating in any projects of BOT or otherwise.

D. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary as requested by Municipal Corporation Satna to verify this statement or regarding my (our) competence and general reputation

E. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Municipal Corporation Satna.

Signed by an authorised officer of the firm

Designation of officer

Name of Firm

Date

ANNEXE - 13 – PROPOSED UNIPOLE DESIGN



ANNEXE - 14 – UNIPOLE PACKAGES

Note:

- Total Authorisation Period is Three (3) years from the date of handing over and will start operation and maintenance of all packages.
- The Bidder shall operate, maintain and manage the complete Unipole, throughout the Authorisation Period in accordance with this RFP document.
- Authorisee must ensure that all the Unipole will be erected/install in the defined earmarked location only, in case of any encumbrance on proposed Unipole installation location, the Authorisee may request in writing to relocate the proposed Unipole installation location by citing the type and nature of encumbrance on proposed Unipole location, the Municipal Corporation Ujjain may review the cited reason and only on the verification may or may not provide the new Unipole installation location in nearest vicinity of the proposed location.

Package ID - MCSUP001

Mandatory Distance From Road or Edge of The Footpath - 3 Meters

Format - Unipole , Format Type - Still (Non Digital)

Location	Latitude	Longitude	Height (Ft)	Width (Ft)	Phasing
Birla colony near santoshi mata mandir, In front of khajuraho transport	24° 35' 4.452" N	80° 51' 16.704" E	30	20	1
Near Birla post office, Satna birsinghpur road Birla colony campus satna mp	24° 35' 25.224" N	80° 51' 37.116" E	20	10	1
Mukhtyarganj, Beside venkatesh mandir	24° 34' 39.108" N	80° 49' 49.332" E	20	10	1
Pateri, Near sanskar garden	24° 34' 33.1" N	80° 48' 16.0" E	20	10	1
Kolgawa, Sindhi camp road beside BTI satna	24° 34' 13.944" N	80° 51' 4.428" E	20	10	1
Rewa road, Gahira nala ram tekri, Infront of degree collage rewa road	24° 34' 16.392" N	80° 51' 59.112" E	30	15	1
Near dhawari stadium, Dhawari, In front of IFFDC kabhi sent Kendra	24° 33' 33.084" N	80° 49' 15.564" E	20	10	1
Satna-maiher Road, Nazeerabad, Infront of petrol pump nazeerabad satna	24° 32' 57.156" N	80° 49' 47.1" E	20	10	1
Satna maihar by pass, By pass, Near RTO office	24° 33' 57.8664" N	80° 52' 26.616" E	20	10	1

Package ID - MCSUP002

Mandatory Distance From Road or Edge of The Footpath - 3 Meters

Format - Unipole , Format Type - Still (Non Digital)

Location	Latitude	Longitude	Height (Ft)	Width (Ft)	Phasing
Siddharth nagar chouraha, Siddharth nagar near durga mandir, Beside Baba samosa wala Birla road	24° 34' 45.804" N	80° 51' 1.296" E	20	10	1
Panna road, Pateri, In front of Bajrangbali temple pateri chowk	24° 34' 33.1" N	80° 48' 17.8" E	20	10	1
Panna road, Pateri, Near Capetown height	24° 34' 33.528" N	80° 47' 47.688" E	20	10	1
Kothi road, Bagaha, Near Servo oil factory	24° 36' 10.26" N	80° 51' 59.22" E	30	15	1
Rewa road, Kolgawa, Beside PHE gate rewa road	24° 34' 13.908" N	80° 51' 4.32" E	20	10	1
Rewa road, Ram tekri, Infront of arvind public school rewa Road	24° 34' 17.1552" N	80° 51' 56.106" E	20	10	1
Satna-Birsinghpur Road, Birla campus, Infront of Bhalla dairy form Gate birsinghpur road satna	24° 35' 35.88" N	80° 51' 51.192" E	20	10	1
Satna maihar by pass, By pass, Infront of sindhu kanya mahavidyalaya	24° 33' 43.884" N	80° 52' 11.928" E	20	10	1
MG Road, Mukhtyaarganj, Near bank of baroda	24° 34' 26.2668" N	80° 49' 50.016" E	20	10	1

Package ID - GMCUP003

Mandatory Distance From Road or Edge of The Footpath - 3 Meters

Format - Unipole , Format Type - Still (Non Digital)

Location	Latitude	Longitude	Height (Ft)	Width (Ft)	Phasing
Navrang Park Birla road, Sindhi colony Birla road, Beside navrang park	24° 34' 38.604" N	80° 50' 55.536" E	20	10	1
Panna road, Sherganj, In front of bandhan garden	24° 34' 33.492" N	80° 47' 39.912" E	20	10	1
Panna road, By pass road sohawal mod, In front of peptic city	24° 34' 32.952" N	80° 46' 50.34" E	20	10	1
VITS collage road, Amaudha pateri, In front of Bidi Godam	24° 34' 54.156" N	80° 47' 58.632" E	20	10	1
Kothi road, Bagaha, Near lovdale school	24° 36' 18.324" N	80° 48' 54.576" E	20	10	1
Rewa road, Kolgawa, Infront of airport road	24° 34' 13.116" N	80° 49' 23.772" E	20	10	1
Rewa road, Ram tekri, Opposite to transport nagar	24° 34' 9.624" N	80° 52' 17.976" E	20	10	1
Satna-maiher road, Nazeerabad, Near muktidham infront of shulabh sauchalaya nazeerabad satna	24° 32' 39.66" N	80° 49' 46.56" E	30	20	1
Panna road, Sherganj panna road, In front of hotel sun star	24° 34' 34.4388" N	80° 47' 1.356" E	20	10	1
Satna maihar Road, By Pass Road, Near Bajrangbali temple	24° 32' 2.5512" N	80° 50' 6.324" E	20	10	1

Package ID - GMCUP004

Mandatory Distance From Road or Edge of The Footpath - 3 Meters

Format - Unipole , Format Type - Still (Non Digital)

Location	Latitude	Longitude	Height (Ft)	Width (Ft)	Phasing
Birshinghpur road, Birla campus, Near reliance tower	24° 35' 31.308" N	80° 51' 45.108" E	30	20	1
Beside kv2 school, Civil line, Near Chaupati main gate	24° 34' 33.384" N	80° 49' 30.54" E	30	15	1
Rewa road, Gahira nala, Infront of Hero Hond agency rewa road	24° 34' 14.448" N	80° 51' 26.856" E	20	10	1
Sai mandir Road, Dhawari, Near panhchmukhi bajrangbali mandir	24° 33' 36.108" N	80° 49' 16.86" E	20	10	1
Satna-Birsinghpur Road, Birla campus, Infront of Bhoosha godown Near petrol pump birsinghpur road satna	24° 35' 42.468" N	80° 51' 57.132" E	30	15	1
Town hall, Semariya chowk, Infront of coffee house town hall campus semariya chowk	24° 34' 18.264" N	80° 50' 45.6" E	30	20	1
Matripark, Sangram colony, Infront of matripark	24° 33' 56.5776" N	80° 51' 3.492" E	30	20	1
Satna maihar by pass, By Pass Road, Infront of sun dharam kanta	24° 32' 04.9" N	80° 50' 07.9" E	20	10	1
Satna maihar by pass, By Pass tikuriya tola, Near Water Tank	24° 33' 16.65" N	80° 50' 50.496" E	20	10	1

Package ID - MCSUP005					
Mandatory Distance From Road or Edge of The Footpath - 3 Meters					
Format - Unipole , Format Type - Still (Non Digital)					
Location	Latitude	Longitude	Height (Ft)	Width (Ft)	Phasing
Beside Rama ply farm, Siddharth nagar, Near petrol pump Birla road	24° 34' 49.944" N	80° 51' 6.732" E	20	10	1
Babhangawa, Circuite house, In front of sanjay mashinary	24° 34' 29.1" N	80° 50' 2.544" E	20	10	1
In front of govt. School, Mukhtyarganj, Near satna hospital	24° 34' 24.6" N	80° 49' 51.204" E	20	10	1
Panna road, Sherganj, Near True value show room	24° 34' 33.744" N	80° 47' 27.816" E	20	10	1
Rewa Road, Gahira nala, Beside degree college main gate rewa road	24° 34' 16.608" N	80° 51' 52.56" E	20	10	1
Satna-Birsinghpur Road, Birla campus, Beside Gaharwar petrol pump birsinghpur road satna	24° 35' 43.98" N	80° 52' 1.596" E	20	10	1
Panna road, Civil line, Near Agricultural office panna road	24° 34' 39.36" N	80° 49' 13.44" E	20	10	1
Satna-chitrakoot Road, Bagha, Near Petrol pump	24° 36' 17.262" N	80° 48' 55.224" E	20	10	1
Satna maihar by pass, By Pass Road, Near navigation device	24° 32' 06.7" N	80° 50' 07.7" E	20	20	1
Satna maihar by pass, By Pass Road, Near Hawai Patti Mod	24° 33' 31.1436" N	80° 51' 41.8536" E	20	10	1

Package ID - GMCUP006

Mandatory Distance From Road or Edge of The Footpath - 3 Meters

Format - Unipole , Format Type - Still (Non Digital)

Location	Latitude	Longitude	Height (Ft)	Width (Ft)	Phasing
Birshinghpur road, Birla campus, Near Birla hospital	24° 35' 10.824" N	80° 51' 22.284" E	20	10	1
Behind stadium, Dhawari, Near sai mandir	24° 33' 30.3732" N	80° 49' 14.88" E	20	10	1
Rewa road, Ramtekri, Near Reliance petrol pump rewa road	24° 34' 14.988" N	80° 52' 3.18" E	20	10	1
Bharhut nagar, Main road bharhut nagar, Infront of American kids school	24° 34' 32.484" N	80° 50' 28.356" E	20	10	1
Satna-maiher road, Nazeerabad, Infront of raj traders , Near wishdome school main road nazeerabad satna	24° 32' 44.232" N	80° 49' 45.408" E	20	10	1
Satna-Birsinghpur Road, Badkhar, Infront of Bonanza Convent school badkhar	24° 35' 46.788" N	80° 52' 9.372" E	20	10	1
Town hall, Semariya chowk, Near semariya chowk town hall campus infront of petrol pump	24° 34' 19.596" N	80° 50' 42.54" E	30	20	1
Bsnl tower panna road, Sherganj panna road, In front of st. Micheal school mod	24° 34' 34.2264" N	80° 46' 55.83" E	20	10	1
Satna maihar by pass, By Pass Road, Infront of mp ware house	24° 32' 08.8" N	80° 50' 08.8" E	20	10	1
Satna maihar by pass, By Pass Road, Awashiya Vidyalaya Turning	24° 33' 38.0772" N	80° 52' 0.66" E	20	10	1

Package ID - MCSUP007

Mandatory Distance From Road or Edge of The Footpath - 3 Meters

Format - Unipole , Format Type - Still (Non Digital)

Location	Latitude	Longitude	Height (Ft)	Width (Ft)	Phasing
Birla road, Sindhi camp, In front of Dr. Devesh agrawal	24° 34' 28.452" N	80° 50' 51.612" E	20	10	1
Panna road, Pateri, Beside blooms academy	24° 34' 33.168" N	80° 48' 4.68" E	20	10	1
Panna road, Sherganj, Near Ganga vihar	24° 34' 33.708" N	80° 47' 42" E	20	10	1
Panna road, Sherganj, In front of blooms Academy	24° 34' 33.7" N	80° 48' 15.8" E	20	10	1
Kothi road, Bagaha sant nagar, Near mahapaur house	24° 35' 32.64" N	80° 49' 13.512" E	30	15	1
Rewa road, Ram tekri, Infront of durga mandir Satna motor transport nagar rewa road satna	24° 34' 8.76" N	80° 52' 23.088" E	20	10	1
Satna-maiher Road, Nazeerabad, Near KGN school beside water tank main road nazeerabad satna	24° 32' 49.272" N	80° 49' 46.092" E	20	10	1
Satna-Birsinghpur Road, Badkhar, Infront of st. Merry school, Near Bonanza school Badkhar	24° 35' 48.552" N	80° 52' 16.032" E	20	10	1
Panna road, Sherganj, In front of bansal ford agency	24° 34' 33.7044" N	80° 47' 51.324" E	20	10	1
Satna maihar by pass, By Pass Road, Infront of sangam bela palace	24° 32' 32.01" N	80° 50' 20.616" E	20	10	1