

TENDER DOCUMENT FOR:

JAMNAGAR MUNICIPAL CORPORATION

E-TENDER No. JMC/ESTATE/30/2020

Bid Documents for rights of Advertisement on kiosk boards at Different route in the Jamnagar city

The last dates of e-Tender are as under:					
1.	Download of e-tender documents	Date: 03/02/2020, 17:00 hrs.			
2.	Last date of Pre-Bid queries	Date: 10/02/2020, up to			
		18:10 hrs.			
3.	Pre-Bid Meeting, At Controlling office, Estate branch,	Date: 11/02/2020, 12:00 hrs.			
	Jamnagar municipal corporation				
4.	Last date of downloading tender	Date: 17/02/2020, 17:00 hrs.			
5.	Online submission of e-tender	Date: 17/02/2020, 17:15 hrs.			
6.	Physical submission of EMD, tender fee and other	Date: 19/02/2020, 10:30 to			
	documents.	18:00 hrs.			
7.	Opening of technical bid and Verification of submitted	Date: 20/02/2020, 11:30 hrs.			
	documents (EMD, e-tender fee, Etc.)	if possible			
8.	Opening of price bid for the technically qualified bidders	Date: 20/02/2020, 17:45 hrs.			
	only	if possible			
For further particulars, visit us on http://jmc.nprocure.com					

DEPUTY EXICUTIVE ENGINEER
ESTATE BRANCH
JAMNAGAR MUNICIPAL CORPORATION
JUBELY GARDEN LAL BUNGLOW CIRCLE
JAMNAGAR-361001

Email id :- estatebranch30@gmail.com

Disclaimer

Jamnagar Municipal Corporation has prepared this document solely to assist prospective Bidders in making their decision of whether or not to submit a bid. While JMC has taken due care in the preparation of information contained herein and believes it to be accurate, neither JMC or any of its authorities or agencies nor any of their respective officers employees, agents or advisors gives any warranty or make any representations, express or implied, as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a Bid. The information is provided on the basis that it is non-binding on JMC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

JMC reserves the right not to proceed with the tender, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons, or entities, submitting a Bid.

Jamnagar Municipal Corporation

Tender Notice: No. JMC/ESTATE/30/2020

Name of work: Tender for rights of Advertisement kiosk board at different route in the city of

Jamnagar

Jamnagar Municipal Corporation invites e-tender from the interested Advertising Agencies for Grant of

Advertisement Rights up to three years from the date of work order. The tender documents can be downloaded from

the website http://nprocure.com up to Dt.17/02/2020. The bidder has to submit the non-refundable Tender Fee of

Rs. 900/-(Rupees Nine hundred only/-) along with Earnest Money deposit (EMD) Rs.100662.00 in the form of

Demand Draft in favor of Jamnagar Municipal Corporation, payable at Jamnagar. The last date of online submission

of the e-tender will be Dt. 17/02/2020, 17:15 hrs. Technical Bid along with Tender fee and EMD will require to be

submitted lasted by Dt.19/02/2020 during office hours. The technical Bid if possible, will be opened on the day

Dt.20/02/2020 11:30 hrs.

Deputy Executive Engineer Estate Branch Jamnagar Municipal Corporation

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1. Preamble

JAMNAGAR MUNICIPAL CORPORATION invites Bids from interested Bidders for the Rights Advertisement on kiosk boards located at different places in the city. The Bids shall be prepared in English the technical bid must have Initials of the authorized representative of the bidder and must attest all erasures and alterations made while filling the Bids.

JMC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. JMC reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the Tender, without assigning any reason or providing any notice and without accepting any liability for the same at any stage during the bidding process.

2. Definitions

- "Licensee" shall mean any registered firm whose tender has been accepted by the Authority and shall include the any firm, its legal representatives, successors, executors, and permitted assignees.
- "JMC" shall mean Jamnagar Municipal Corporation (JMC),
- "Authority" means the JAMNAGAR MUNICIPAL CORPORATION (JMC)
- "Agreement" shall mean the Agreement entered into between Authority and the Successful Bidder.
- "Bid or Detailed Bid or Tender" shall mean the detailed Bid submitted by the Bidder in response to this tender including clarifications and/or amendments, if any.
- "Bid Security" shall mean the Security furnished by the Bidder, as part of the Detailed Bid.
- "Contract" shall mean the agreement between the Authority and the selected bidder (here in after the "Advertising agency" or "Licensee") which allows the selected bidder to perform its obligation as this tender against the License fee paid by the selected bidder to the Authority and in accordance with the terms and conditions of this tender and the Contract.
- "Due Date" shall mean the last date for submission of Tender.
- "Effective Date" shall mean the date of issuance of Letter of Acceptance (LOA).
- "Firm" shall mean a single legal entity, which is a registered body, Government agency or statutory body.
- "Letter of Acceptance" or "LOA" shall mean the letter issued by Authority to the Successful Bidder to grant advertisement rights in conformity with the terms and conditions set forth in the tender.

- "License" shall mean the license granting the successful bidder rights of advertisement as described under this Tender
- "Licensee" shall mean the successful bidder who is granted rights of advertisement as described under this Tender through the instrument of a License Agreement the significant terms of which are part of this tender.
- "License Agreement or Contract" shall mean the Agreement that shall be required to be signed between the Authority and the successful bidder upon the acceptance of the tender of the preferred bidder by the Authority. The tender and conditions contained herein shall be made part of this Agreement.
- "Performance Security" shall mean the Bank Fixed Deposit Receipt stipulated amount furnished by a Bidder prior to his selection as a Licensee.
- "Taxes and Duties" shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance and management of the scope of work envisaged.

3. Interpretation

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

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;

A reference to any gender includes the other gender;

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 Tender.

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated there in, 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;

The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;

Any reference to a person shall include such person's successors and permitted assignees;

A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;

Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender;

A reference to "month" shall mean a calendar month, and a reference to "day" shall mean a calendar day, unless otherwise specified.

The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article,

The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this Tender so specified;

4. Bid Summary

Sr.	Key Information	Details				
No						
1	Tender for	A. Rights of Advertisement on kiosk Boards at different route in the				
		city of Jamnagar (locations as per annexure 5)				
2	Nodal Department	Estate Dept. JAMNAGAR MUNICIPAL CORPORATION (JMC)				
		("The Authority")				
3	Project Site	Different locations in Jamnagar city (As per Annx.5)				
4	Tender Submission	A. Technical Bid:				
		1. Evidence of qualification as per Annexure II supported by evidence				
		2. Copy of this tender signed on every page.				
		3. Tender fee and Bid Security.				
		B. Price Bid:				
		1. Price bid has to be submission online. It should not be				
		attached with technical bid. All taxes will be charge extra as per				
		government rule.				
5	Tender Evaluation	A. Technical Bid:				
		1. Firms should be registered. (attached registered copy)				
		2. Tender fee (DD or Pay order in fever of Jamnagar municipal				
		corporation)				
		3. E.M.D. (DD or Pay order in fever of Jamnagar municipal				
		corporation)				
		4. Proff. Tax receipt of current year				
		5. Authority letter or Board resolution (in case of Pvt. Ltd/ Ltd. Co.)				

6	Tender Validity	180 Days from the date of opening of technical bid			
7	EMD	Bid Security shall be Rs.100662.00 in the form of Demand Draft in			
		favor of Jamnagar Municipal Corporation payable at JAMNAGAR. It			
		shall be submitted along with tender fee with technical bid. The			
		technical bid without tender fee and bid security is liable to be rejected.			
8	Tender Fee	Rs. 3600/- (Rupees three thousand six hundred only/-) per Tender on			
		non refundable basis.			
9	Digital certificate	Those who party want to participate in the online tender have to a			
		lawful digital certificate (class-III) information technology certifying			
		authority. Digital certificate issued by Government of India			
		recognized license certification authority (N) Code Solution A			
		Division of G.N.F.C. limited.			
		All prices should be digital signed. For digital signature			
		certificates and related information please contact the			
		following address.			
		"a" division of G.N.F.C LIMITED,			
		301, G.N.F.C., info. Tower, bodak dev,			
		Ahmadabad-380054(India)			
		Tel. :91268557316/17/18			
		Fax: 917926857321			
10	Tenure of License Period	From the date of work order up to 3 Year			
11	Pre-bid meeting	On Dt.11/02/2020, 12:00 hrs. (Pre-bid query should be submitted			
		before two days of pre-bid meeting date by e-mail or personally.)			
12	License Fee Payment	All quarterly cheques for all 3 years has to be submitted in advance at			
		the time of agreement. Taxes will has to be paid as per government rule			
		& charges has to be submitted separately. This contract will be over			
		after 3 years except Jamnagar municipal corporation intern to continue			
		it at will be bound to the party/agency. Party/agency has to pay 10%			
		increases as done in previous years.			
13	Performance Security	25% of the Final Bid Value expressed in terms of the Total fees			
	(Security Deposit)	payable for the tenure of the license period. (DD or Pay order has to be			
		submitted at the time of agreement)			
14	Taxes	The 18% GST checks have to be deposited separately.			
15	Last Date of online	Dt.17/02/2020, 17:15 hrs.			

	submission of Tenders	
16	Last Date of physical	On Dt.19/02/2020, during office hours. (Pre-bid query should be
	submission of Tenders	submitted before two days of pre-bid meeting date by e-mail or
		personally.)
17	Date of opening of Technical	Dt.20/02/2020, 11:30 hrs if possible
	(Qualification) Bid	
18	Date of opening of Financial	Dt. 20/02/2020, 17:00 hrs if possible
	Bid (if Possible)	

5. Instruction to Bidders

5.1 About the License

The License for advertisement rights shall be awarded for the period up to 3 years from the date of work order.

Bidder shall have to all quarterly cheques for all 3 years has to be submitted in advance at the time of agreement and with it the 18% GST checks has to be deposited separately. Taxes will has to be paid as per government rule & charges has to be submitted separately. This contract will be over after 3 years except Jamnagar municipal corporation intern to continue it at will be bound to the party/agency. Party/agency has to pay 10% increase as done in previous years. The License duration shall be up to 3 years from the date of work order. If the selected bidder (Licensee) does not pay the amount of License fee at the time of signing the agreement, then the Authority may at its sole discretion cancel the tender acceptance and repudiate any license, if deemed issued.

Freedom of handling, changing and pasting of advertisement will be given to Licensee for the period of license, subject to obligations regarding electricity supply and cost, security of advertisements placed, repair and maintenance of any damage to the Authority's assets, maintenance and upkeep of the advertisement related installations, spaces and locations and commitment to transfer the installations, spaces and locations back to the authority in condition similar to that at the time of hand over (excepting regular wear and tear).

The License shall come into force only if following conditions have been satisfied:

- 1. Performance security has been paid within stipulated time period
- 2. Agreement between the Authority and Licensee incorporating all the terms of this tender and documenting the grant of license has been executed within time period stipulated by the Authority.
- 3. License fee has been paid up front in advance within stipulated time.

5.2 Acceptance of Tender

The Authority will accept a tender which will be the best suited in terms of highest commercial aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability.

- 1. To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.
- 2. Not to accept the highest tender or assign reasons for not accepting the highest tender.
- 3. Not to proceed ahead in the tender without assigning any reason thereof at any stage.

5.3 Documents Constituting Tender

The Tender documents comprise the following and are to be read together.

- 1. This tender document and
- 2. Other documents as per Annexure

5.4 Tender Submission Format

The Bidders will submit the technical bid along with tender fee, Bid Security and other documents as per annexure 6 in personally only. And the Price bid must be submitted online through e tender. The details for which are specified below:

Technical Bid:

Following details shall be submitted.

- 1. Forwarding letter (As per Annexure 1)
- **2.** Bidders Information (As per Annexure 2)
- **3.** Authorization given to the bidder's representative who has signed the bid by the Board of Directors/ Partners / authorized body. This may be a noterised authority letter on Rs.100/- stamp paper in case of partnership firm and a board resolution in case of pvt. Ltd. & Ltd. Co.
- **4.** In case the person who has been authorized by the Board of Directors/ Partners / Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support (As per Annexure 3)
- **5.** Attested copy of Registration/Incorporation Certificate in terms of Certificate of incorporation, Memorandum and Articles of Association, Partnership deed, Shop & Esta. Lic. etc.
- 6. Attested copy of Current Year Proff. Tax Receipt
- 7. Copy of the Tender Document signed on every page by the bidder's authorized representative
- 8. D.D. of Tender fee
- **9.** D.D. of E.M.D.

10. Self-attested certificate (by an authorized signatory) mentioning that the bidder has not been Black Listed by any Government body in India during last five years.

5.5 Tender Opening Process

After duly scrutinizing the technical bid, the price bid of the technically qualified bidder only will be opened. JMC reserves the right to ask for further clarifications/information from bidders regarding any part of the bid information submitted by it at anytime during the bid process.

5.6 Bid Security(EMD)

Bid submitted in response to the Tender Document shall be accompanied by a Bid Security as specified in the Bid Summary in the form of a demand draft drawn in favor of Jamnagar Municipal Corporation, and payable at JAMNAGAR.

- 1. The bid security furnished by the successful bidder shall be refunded after the payment of license fees.
- 2. Bids not accompanied with requisite Bid security shall be summarily rejected.
- 3. The bid security shall be returned to the bidder
 - **A.** Whose bid has not been accepted by the Authority. The bid security of unsuccessful bidder will be returned after the signing of agreement with the successful bidder.
 - **B.** Whose bid has been accepted by the Authority but after receipt of Performance security.
- **4.** Bid security shall be forfeited in case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.

Bid security shall be forfeited in the following situations:

- 1. In case of unclear offer and/or conditional offer, hence such tender is not acceptable, it will be rejected.
- 2. In case of bidder demands transfer of advertisement rights before acceptance of offer or after acceptance of offer.
- 3. If bidder withdraws the tender after tender due date.
- **4.** If the performance security is not deposited within stipulated time period.
- 5. If the Agreement is not executed within stipulated time period, even though performance security has been paid. (In this case, both EMD and Performance security will be forfeited and LOA will be cancelled)
- **6.** In the event bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to execute the work as herein the bidder shall be deemed to have abandoned the work/license and such an act shall amount to and be construed as the bidder calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the

Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

5.7 Discharge of Bid Security of successful Bidder

The Successful Bidder shall be required to furnish a performance guarantee on or before the date of signing the License Agreement. The Bid Security of a Successful Bidder shall be discharged only after the Successful Bidder furnishes the performance guarantee as required. The Successful Bidder's Bid Security shall not be adjusted against the Performance Guarantee.

5.8 Security Deposit (Performance Security)

- 1. The Licensee shall, for due and punctual performance of its obligations during the Agreement Period, deliver to the Authority, provide an unconditional and irrevocable bank fixed deposit receipt or DD/pay order in fever of Jamnagar municipal corporation from a Nationalized/Scheduled bank acceptable to the Authority, (the "Performance Security") for a sum mentioned in the "Bid Summary" before the signing of Agreement.
- 2. The Performance Security shall be valid up to the end of License Period and 60 (Sixty) days thereafter.
- **3.** The Performance security shall not bear any interest and the Licensee shall not have any claim on the interest on Performance security.
- **4.** Provided that if the Agreement is terminated due to any Event of Default other than the Licensee's Event of Default, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Licensee under this Agreement, be duly discharged and released to the Licensee.
- 5. The Performance Security in form of fixed deposit receipt shall be returned to the Licensee after the Licensee vacates all the advertisement space/display installations at the end of the period or incase of termination of contract. Any unpaid dues on account of electricity / statutory dues etc shall be deducted from the performance security.

Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Licensee shall within 10 (ten) days of the Encashment Notice furnish fresh Performance Security to the Authority, fresh Performance Security failing which the Authority shall be entitled to terminate this License Agreement in accordance with the provisions herein.

Performance security shall be forfeited in following situations:

- 1. If the Licensee is found guilty of not following any of tender terms and conditions.
- 2. If the Licensee fails to pay any damages or penalty, if any, applied on him for breach of performance obligations.

3. If the License Agreement is terminated in event of Licensee default.

5.9 Power of Attorney for Authorization of Single bidder's representative

The bidder will appoint a representative to act as liaison. The power of attorney will be issued to that effect by the bidder the format for which is defined in Tender.

5.10 Validity Period

Bids shall remain valid for a period of 180 days (One hundred and eighty days) after the date of opening of tender by Authority. Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period which is less than specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder.

5.11 Extension of Period of Validity

This contract will be over after 3 years except Jamnagar municipal corporation intern to continue it at will be bound to the party. Party has to pay 10% increases as done in previous years.

5.12 Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the deadline for submission of bid and the expiration of the validity period.

5.13 No Consortium

No joint venture or consortium is permitted to bid. Bids have to be by single entities only.

5.14 Special Conditions

- 1. Agency will have to produce at least 3 photographs from different angles of each kiosk Board after erection of kiosk Board structures. No other type / design of structure will be allowed for these sites.
- 2. For the time being declared as public information for the publicity of various schemes taken by the Government / Jamnagar Municipal Corporation the amount of the money in the tender will be adjust in the next quarter to the amount as per the prorata amount.
- **3.** If any condition of this tender will be not followed by contractor/agency the Jamnagar Municipal Corporation will forfeit the deposit and will do the procedure of blacklist of contractor/agency.

6. Evaluation Criteria

The following evaluation criteria shall be used for purposes of bid evaluation.

6.1 Evaluation of Technical Bid - Qualification Criteria

In order to be qualified for the tender, the bidder must demonstrate that it possesses capability as per the following criteria.

- **6.1.1.** The bidder is a registered organization in terms of being an incorporated company, partnership, proprietorship, or cooperative society, trust or society in India or under similar law abroad and is able to provide registration details in terms of appropriate incorporation and registration documents.
- **6.1.2.** The bidder shall be an operational entity or should have experience of such business during last three financial years and is able to support this claim through submission of Certificate of C.A.

6.2 Evaluation of Price Bids

As per the evaluation parameters mentioned above, the price bid of qualified bidders' only would be opened. The price bid of the qualified bidder quoting the highest amount of yearly license fee (all inclusive) shall be considered for award of the contract. The bidders must have to submit the price bid online only. The format for price bid given as annexure 4 is for reference only.

7. General Tender Conditions

7.1 Letter of Acceptance & Agreement

As the first step for the award of tender, Authority will issue the preferred Bidder a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter in to an agreement in due course which shall consist of the Project Terms and Conditions- as mutually agreed between the parties. JMC reserves the right to incorporate such terms and conditions in the Agreement in addition to those in the tender, which are deemed to be necessary by it and which do not materially affect the cost and revenues of the licensee. The Agreement will constitute a contract shall between the Authority and the Licensee under the Indian Contracts Act, 1872.

7.2 Payment and Consideration

- 1. Bidder is required to quote his yearly License fees payable to the Authority. The quotation required to be given in the online format of Price/ Financial bid only.
- 2. After the completion of the first year of contract, after the approved prize for each subsequent year, 10% of the total upset amount will be paid more and the same will be deposited in the quarterly cheque advance accordingly.
- **3.** The_licensee has to deposit upfront quarterly payment for license fees by D.D. /PAY ORDER at the time of signing of an agreement and PDCs of remaining amt. should be submitted at the same time.
- 4. Whenever any claim against the Licensee for payment of sum of money arises out of or under the contract, Authority shall be entitled to recover such sums from any sum then due or which at any time there may become due from the Licensee under this or any other contract or from performance security with the Authority. Should this sum be not sufficient to cover the recoverable amount, the Licensee shall pay to the Authority on demand the balance remaining due.

- **5.** The amount payable by the Licensee shall be recovered net of all applicable taxes like income tax, service tax etc.
- **6.** Licensee shall have to bear all expenditure to be incurred for providing staff, daily consumables, maintenance to fulfill all the mandatory and statutory/requirements.
- 7. According to the size and instructions prescribed by the kiosk board, the kiosk board will have to maintain uniformity in attractive appearance in a uniform height.
- **8.** Accidental kiosk board will remove the board from the premises at the expense of the licensor at the expense of the licensed and at the risk of license, for which no refund will be given.
- **9.** If the number of Boards in the future increases, then the charges will be levied at sanctioned price of the board and the number of board decreases on the number of circumstance, the agency will not have to take any objection.
- 10. Survey responsibility agency, including the compensation, if any accident / damage to injury or damage to property, damage to the structure / boards raised by the central monastery, due the natural disasters or any other reason the Corporation shall not have any responsibility for it. In this case the agency will have to give adequate amount of insurance covering insurance and certified copies of the policy.
- 11. The upset Price of the Hoarding Board/kiosk board is kept at Rs.3000/- per Square Meter per Year. Less price will not be accepted per upset price per square meter.
- **12.** Advertising Board will be designed by the designated structural engineer and according to their guidance, they will have to submitted a certificate structural of stability.
- 13. Justice, judicial judgment will be held by Jamnagar Court. If a third party / person claims a court / court in front of the board to issue a sub board, then its full liability agency will. If the corporation is to be made a party, then the lawyer and the court will have to pay the cost of the court.
- **14.** If there is no debt in the amount of money in the name of demand notice given by Estate Branch Jamnagar Municipal Corporation, then the applicant can not participate in the offer to get the monopoly.
- **15.** Any Tender, without giving any reason, to approve or deny the right to reject will remain vested with the competent authority of Jamnagar Municipal Corporation.
- **16.** The Hoarding board/kiosk board will be approval by Jamnagar municipal corporation on other location from this tender locations no one can take any issues by the agency.

7.3 Advertisement Rights

1. The successful bidder (Licensee) will be granted the rights of display of advertisements at the places designated for itself/its clients against charging such fees as it may find appropriate.

- 2. Under this contract, Authority shall furnish license to Advertisement rights on the kiosk board at the different places in the city of Jamnagar.
- **3.** The advertisement rights granted to the successful bidder under this Agreement is subject to the following:
- **A.** In Jamnagar city, one month period will be awarded for erecting the structure of kiosk board after issuing the work order date and also one month period will be awarded for removal of the structure after completion of the tender period for hoarding board at the tender location of the kiosk board of different zones. If any advertisement is made during above stated period on kiosk board by the party, then the charge for that period will paid by party and in which the party has no rights to take an objection.
- **B.** Successful Bidder shall erect & maintain required Hoarding Board/kiosk board structure on his own cost
- **C.** After erection of structure, Agency will have to provide 3 photograph of Hoarding Board/kiosk board from various angles.
- **D.** The content of the advertisement shall maintain standards of decency and uphold public morals. The Authority shall reserve the right to prohibit any advertisement in which it finds having objectionable content.
- **E.** Advertising should not adversely impact upon the safety and functioning of a road, walkway, junction, any other public passage, people and/or assets.
- **F.** Advertising does not obscure or conflict with traffic signals, informational and directional signs or street signs.
- **G.** Advertising is appropriate with regard to the architectural design of buildings on which signs are displayed.
- **H.** All National/ State local level rules and norms in terms of products, themes, content and mode of display would continue to apply.
- **I.** All lighting associated with any advertising device shall be directed solely on the advertising device only.
- **J.** Materials used in advertisement device shall be non-polluting, fire resistant and injury proof.
- **K.** Authority does not take any responsibility for vandalism.
- L. The colors and visual graphics of the advertisement must never compete with or subdue the identity of.
- **M.** All signs 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 sign area.

- **N.** On every kiosk Boards as the order number of the Board, the name of agency and the phone number end the board size will be written in playing readability from the fluorescent material in the bottom corner of the board.
- **O.** No Advertisement or display that is on the negative content hereunder shall be allowed to be displayed irrespective of the time of the day and scale of the advertisement. Such list is mentioned below:
 - I. Advertisement banned by the Advertisement Council of India or by law.
 - II. Advertisements of goods or services which are prohibited by any law or whose advertisement s prohibited by any law.
 - III. Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
 - IV. Advertisements containing pornographic contents and/or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
 - V. Advertisements containing sexual overtone and/or nudity.
 - VI. Advertisements glorifying exploitation of women or child.
- VII. Advertisements showing violence and cruelty to either human being or any kind of organism.
- VIII. Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
 - IX. Advertisements related with lottery tickets, sweepstakes entries and slot machines.
 - X. Advertisements accompanied by sound.

7.4 Approvals

If any approvals are required to be taken from Local or any other Authority for display of advertisement, the same shall be the responsibility of the Licensee.

7.5 Electricity Provision

- 1. The Licensee shall have to make his own arrangements for electricity supply at his own cost at the site as per the guidance and direction of the Authority.
- 2. The Licensee shall pay all the electricity bills/costs for electricity that may be consumed during to the operation of advertisement by placing his own metering devices if required.
- 3. The Licensee shall replace and maintain all fittings and fixtures related to electric works.

7.6 Surrender of License

License can not surrender during the license period.

7.7 Safety of surrounding assets and people

The Licensee shall provide assurance of safety of surrounding assets/ utilities/ people from his advertisement structure / advertisement. Licensee shall be responsible for any kind of damage or harm to surrounding assets/utilities/people due to his advertisement structure/element. Licensee shall pay to make the good of damages/harm to surrounding assets/utilities/people.

7.8 Evacuation of advertisement space

If the Licensee fails to vacate the advertisement space within seven (7) days of termination of License Agreement or end of the contract, the Licensee shall be deemed to be an unauthorized occupation of the advertisement space and shall be liable to pay kiosk board penalty @ 250 /- (Rs. Two hundred fifty) per board per day.

7.9 Change Management Procedure

Any changes having technical or commercial implications will have to be mutually agreed upon in advance, prior to making the change. In case of situations, that the impact is not dependent on one or both parties' agreement, the revised commercials will be effective from the date of impact.

For avoidance of doubt, the parties expressly agree that:

Change Request shall not be effective and binding unless agreed in writing and signed by both Authority and Licensee.

- **1.** The payment of any additional cost agreed under a Change Request shall be in addition to the payments agreed upon under this Agreement.
- **2.** Upon a Change Request becoming effective, the Project Schedule shall automatically stand adjusted by the additional time required for implementing the Change Request.

7.10 Dispute Resolution Procedure

In the event of a dispute or difference of any nature whatsoever between Licensee and Authority during the course of the License period, the same shall be attempted to be resolved amicably by Authority and Licensee failing which referred for arbitration to Commissioner, Jamnagar municipal corporation.

7.11 Events of Default and Termination

7.11.1 Event of Default

Event of Default means the Licensee Event of Default.

A. Licensee Event Default

Any of the following events shall constitute an event of default by the Licensee ("Licensee Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- 1. Any representation made or warranties given by the Licensee under this Tender to be false or misleading.
- 2. Licensee creates any encumbrance on the designated site, saves and except as otherwise expressly permitted under the License Contract.
- 3. Licensee fails to make payment of License Fee and Performance Security within stipulated time.
- **4.** The Performance Security has been encased and appropriated in accordance with clause and Licensee fails to replenish or provide fresh Performance Security within Cure Period of 15 (fifteen) days.
- **5.** The Licensee failed to make any payment to Authority within the Period specified in this Tender /Letter of Acceptance.
- **6.** Licensee submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- 7. The transfer, pursuant to law of either (a) the rights and/or obligations of the Licensee under any of the Project Agreements, or (b) all or material part of the Licensee except where such transfer in the reasonable opinion of Authority does not affect the ability of the Licensee to perform, and the Licensee has the financial and technical capability to perform, its material obligations under the Project Agreements.
- **8.** A resolution is passed by the shareholders of the Licensee Company for the voluntary winding up of the Licensee Company.
- 9. Any petition for winding up of the Licensee firm/company is admitted by a court of competent jurisdiction or the Licensee is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Licensee are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Licensee under the Contract, and provided that:
 - **A.** The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under the Contract.

- **B.** The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Licensee and has a credit worthiness at least as good as that of the Licensee as at date of LOA; and
- C. Each of the Contracts remains in full force and effect.
- 10. Licensee suspends or abandons the operations of the Project without the prior consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing,
- 11. Licensee repudiates the terms of the License or otherwise evidences an intention not to be bound by this Tender.
- **12.** Licensee is otherwise in Material Breach of the License Agreement or commits a default in complying with any other provision including those of this Tender.

7.11.2 Termination due to Event of Default and Termination Payment

(A) Termination for Licensee Event of Default:

- 1. Without prejudice to any other right or remedy which Authority may have in respect thereof under this Tender, upon the occurrence of a Licensee Event of Default, Authority shall, subject to the provisions of the Contract, be entitled to terminate this License Agreement by issuing a Termination Notice of 30 days to the Licensee, provided that before issuing the Termination Notice, Authority shall by a notice in writing inform the Licensee of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 7 (seven) days from the date of the Preliminary Notice (Cure Period) Authority shall be entitled, to terminate this License Agreement by issuing the Termination Notice. Provided further, that
 - **A.** If the default is not cured within 7 (seven) days of the Preliminary Notice, Authority shall be entitled to encash the Performance Security with a notice to the Licensee (Encashment Notice),
 - **B.** if the default is not cured within 7 (seven) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period, Authority shall be entitled to issue the Termination Notice.
 - **C.** Upon Termination the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law.

7.11.3 Rights of Authority on Termination

Upon Termination of this License Agreement for any reason whatsoever, Authority shall have the power and authority to:

- 1. Retain possession and control of all assets used in advertisements forthwith;
- 2. Prohibit the Licensee and any person claiming through or under the Licensee from entering upon the assets /dealing with or any part thereof;
- **3.** Appoint another party or Licensee that may carry of the remaining obligations of the Licensee.

7.11.4 Termination Payments

Notwithstanding anything to the contrary contained in this Contract, upon termination of the Contract, the Licensee shall not be entitled for any Termination Payment from the Authority.

7.12 Liability

In no event shall Bidder or Authority be liable, one to the other, for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Bidder under the terms of this Tender.

7.13 Indemnity

The Licensee shall at all times, i.e. during the subsistence of the Licensee Agreement and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Licensee of any covenant representation or warranty or from any act or omission of the Licensee or his agents, employees or sub-Service Providers.

7.14 Force Majeure

Should either Party be prevented from performing any of its responsibilities (as detailed in this proposal) by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strikes, shutdowns, labor disputes which are not instigated for the purpose of avoiding obligations here in failures and/or fluctuations in electric power the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of thirty (30) days, the two

parties shall by mutual consultation decide about the further implementation of the License Agreement, and in the event of then on agreement in this regard, the Authority reserves the right to determine the Contract. However, the above mentioned reasons do not include lack of personnel and non-performance of third parties hired. The Licensee shall not be entitled to any payment form the Authority in case of force majeure, including termination of License Agreement due to force majeure.

7.15 Independent Contractor

Bidder shall be deemed to be acting as an independent contractor of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

7.16 No Assignment

Neither party shall assign, innovate or transfer all or any of its obligations under this Arrangement including any Statement of Work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

7.17 Proposal Disqualification Criteria

The proposal is liable to be disqualified in the following cases:

- 1. Proposal submitted in incomplete form.
- 2. Proposal is not accompanied by all requisite supporting documents.
- 3. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the License Agreement (no matter at what stage) or during the tenure of the License Agreement including the extension period if any.
- 4. Bidders may specifically note that while evaluating the proposals, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the bids floated by Authority. It is also clarified that if need arises Authority would go in for appointment of outside party(s) to undertake the work under the captioned bid.

7.18 Acknowledgement

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this Tender, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

7.19 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the Tender.

7.20 Authority's right to accept any proposal and to reject any proposal

Authority reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Authority's action.

7.21 Failure to agree with the terms and conditions

Failure of the successful Bidder to agree with the Terms & Conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the License to the next best value Bidder or call for new proposals.

7.22 Severability and Waiver

If any provision of this Tender, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Tender or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Tender of any right, remedy or provision of this Tender shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

7.23 Representations & Warranties and disclaimer

7.23.1 Representations and Warranties of the Licensee

The Licensee represents and warrants to Authority that:

- 1. It is duly organized, validly existing and in good standing under the laws of India;
- 2. It has full power and authority to execute, deliver and perform its obligations.
- 3. under this Tender and to carry out the transactions contemplated hereby;
- **4.** it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Tender;
- 5. It has the financial standing and capacity to undertake the Project;
- **6.** This Tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 7. It is subject to civil and commercial laws of India with respect to this and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- **8.** The execution, delivery and performance of the Contract will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee's Memorandum and Articles of Association of any bidder or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- **9.** There are no actions, suits, proceedings, or investigations pending or, to the Licensee's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Licensee under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect;
- 10. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effectors impairment of the Licensee's ability to perform its obligations and duties under this Agreement;
- 11. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- 12. No representation or warranty by the Licensee contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will

contain any untrue statement of material factor omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

13. No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Licensee, to any person by way of fees, commission or otherwise for securing the Agreement or entering into of the Contract or for influencing or attempting to influence any officer or employee of Authority in connection there with.

7.23.2 Disclaimer

- 1. Without prejudice to any express provision contained in this Tender, the Licensee acknowledges that prior to the execution of the Contract, the Licensee has after a complete and careful examination made an independent evaluation of the Specifications, Site and all the information provided by Authority, and has determined to the Licensee's satisfaction then nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Licensee in the course of performance of its obligations here under.
- 2. The Licensee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Licensee.

7.23.3 Representations and Warranties of Authority

Authority represents and warrants to the Licensee that:

- 1. Authority has full power and authority to grant the Contract;
- **2.** Authority has taken all necessary action to authorize the execution, delivery and performance of the Contract;
- **3.** This Tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

7.23.4 Governing Law and Jurisdiction

This Tender shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Jamnagar, India shall have jurisdiction over all matters arising out of or relating to this Tender.

7.23.5 Survival

Termination of the License Agreement (a) shall not relieve the Licensee or Authority of any obligations here under which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of this Tender expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused

by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

7.23.6 No Partnership

Nothing contained in this Tender shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

7.24 Miscellaneous

7.24.1 Notices

Unless otherwise stated, notices to be given under this Tender including but not limited to a notice of waiver of any term, breach of any term of this Tender and notice of Termination of the License Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Authority:	If to the Licensee:
The Deputy executive engineer,	The
Jamnagar Municipal Corporation	
Estate Branch	
Jubilee Garden Lal bungalow Circle,	Fax No.
Jamnagar-361001.	Contact No
	Email ID :-

Or such address, facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- 1. In the case of any communication made by letter, when delivered by hand, by recognized courier or by mail (registered, return receipt requested) at the address, and
- **2.** In the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

7.24.2 Language

All notices required to be given under the License Agreement and all communications, documentation and proceedings which are in anyway relevant to the License Agreement shall be in writing in Hindi/Gujarati/English language.

7.24.3 Ownership and Protection of Property

- 1. Authority shall retain the title and ownership of any site allotted by Authority to Licensee for purposes of carrying out Licensee's obligations in relation to this Project. Such title and ownership of Authority of any such site shall not pass to Licensee.
- 2. For the purpose of the License Agreement the Licensee shall have rights to the use of the site as sole licensee and protect the asset created by Licensee subject to and in accordance with this Tender.
- **3.** All the elements including Non-display elements of the Advertisement shall be the property of the Licensee and the Licensee shall take the possession of it and vacant the site at the end of the License period.
- **4.** The Licensee shall keep the entire elements site in original condition at the end of the License period.
- 5. In case of damages by the Licensee, the Licensee shall replace any damaged element of Site including lighting assets as per directions of the Authority with new one comprising the original specifications, original brand and approved by the Authority.

Formats for documents to be submitted

Annexure 1: Forwarding Letter

Dated:

To,

Deputy Executive Engineer Jamnagar Municipal Corporation Estate Branch, Jamnagar- 361001.

Subject: Tender for rights of advertisement on kiosk board at the different places in the city of Jamnagar.

Dear Sir,

With respect to captioned Tender, we hereby submit our offer bidding for the advertisement rights at locations for which I have quoted the license fees. I accept that the Authority has right to accept any tender or reject any/all tenders without giving any reason and upon rejection of tender/tenders I shall not be entitled to any rights related to the Tender.

My offer is with full understanding of the terms and conditions contained in the tender document. In additions to terms and conditions of this tender, I am not given any written or oral promises from the Authority nor received any.

I have thoroughly read and understand all the terms and conditions of this tender and I promise to observe all the terms and conditions of this tender. I have signed and sealed each and every page of this tender document and all documents submitted herein.

(Signature, name of signatory and seal of the bidder with date)

Annexure 2: Bidder Information

1. Bidders name and contact details.

Name of organization:	
Address of registered office:	
Address of residence:	
Contact no:	1.
	2.
Fax No.	
E-mail	
Name of the Bank	
Branch	
Account No.	
GST No.	

<Signature & stamp of appropriate authority of the bidder>

<Name of appropriate authority of the bidder>:

For

< Name of Bidder firm > In case of companies/ cooperatives, Board Resolution should be provided.

Annexure 3: Format for Power of Attorney of a bidder appointing

Designated Representative

(To be submitted on stamp paper of Rs. 100/-, only if the Signatory to the tender is not directly authorized by the Board of Directors/Partners/Authorized Body)

the Board of Directors I article Authorized Body)
Dated:
Γο, Deputy Executive Engineer Jamnagar Municipal Corporation Estate Branch, Jamnagar- 361001.
Dear Sir,
REF: Your Tender Ref.:
I have been authorized by the Board of Directors/Partners/Proprietors' of the < Bidder's organization> for
purposes of through
resolution No dated .
In turn, I hereby authorize < Designated Representative's name > to act as a representative of < Bidder's
name> for the following activities:
To sign the above tender, attend all meetings conducted by Jamnagar Municipal Corporation.
To discuss, negotiate, finalize and sign any agreement and contract related to the project. Yours Faithfully,
<signature appropriate="" authority="" bidder="" of="" the=""></signature>
<name appropriate="" authority="" bidder="" of="" the="">:</name>
For
<name bidder="" firm="" of=""></name>
In case of companies/ cooperatives, Board Resolution should be provided.

Annexure – 4: Format for Price Bid

(ONLY FOR REFERENCE - To be submitted online only)

1. How to Quote Tender?

- **A.** Bidder should quote the bid amount in "Price-Bid".
- **B.** The bidder shall quote "Yearly License fee" he wishes to offer to the Jamnagar Municipal Corporation for getting advertisement right, in the Price Bid as per following table.
- C. After the completion of the first year of contract, after the approved prize for each subsequent year, 10% of the total upset amount will be paid more and the same will be deposited in the quarterly cheque advance accordingly.
- **D.** The Commissioner, Jamnagar Municipal Corporation reserves the right award or denies giving advertisement rise any/all to any one or none without assigning any reasons thereof.

2. Mode of payment of the license fee to JMC:

The 1st quarterly amount of license fee offered shall be deposited to JMC by D.D./PAY ORDER at the time of signing an agreement. PDCs of License fee for the subsequent quarters shall also be submitted at the same time in advance.

3. Defaults in payment of license fee:

After receiving the Work Order (Award), if the bidder fails to deposit the "License fee Amount", an interest shall be charged at 25% per annum, till the deferred period. However if he totally fails to deposit the amount or doesn't wish to deposit the license fee at all, his Security Deposit shall be forfeited without any prejudice and he shall not raise any dispute thereof.

The above conditions, ant the Municipal commissioner can decide to cancel the allocation / monopoly and the agency will be blacklisted.

- **A.** In the subsequent years if the bidder/concessionaire fails to pay the license fee within stipulated time period, It will be considered as the deed of breach of conditions of Tender and the bidder/concessionaire shall be terminated as per the provision of the Tender condition.
- **B.** In the case the bidder fails to deposit the amount of License fee within the stipulated time or doesn't wish to pay the amount with interest also, his Bid Security/ Security Deposit (SD) shall be forfeited out rightly and shall be declared "Terminated" and permanently black listed.

To, **Deputy Executive Engineer**Jamnagar Municipal Corporation
Estate Branch,
Jamnagar- 361001.

Subject: Financial bid with respect to the tender for rights of advertisement on kiosk Boards at the different places in the city of Jamnagar.

Dear Sir,

With respect to above mentioned subject, our Price bid is as per the following table, We, the undersigned offer, All inclusive Upfront License fee (in INR) offered by the Licensee in consideration of the Authority granting exclusive Advertising rights are mentioned in the following table.

PRICE BID

	Sr.	Description of Package of kiosk	Rate to be Quoted (INR)
	No.	Board Advertisement	"Yearly License fee"
			For the Period up to 3 Year from the date of
			work order.
ĺ	1.	As per Annexure 5	To be Quoted Online Only

Our Financial/ Price Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

(Authorized Signatory)

Annexure-5

<u>List of Kiosk Board sites</u>

SR. NO.	LOCATION	NO OF BOARD	SIZE OF BOARD IN MT.	AREA OF BOARD IN SQ.MT.	UPSET PRICE PER SQ.MT.	YEARLY RENT IN RS.
1	FROM GULABNAGAR TO SAT RASTA CIRCLE KIOKS BOARD (152 POLE)	304	0.9 x 1.2	328.32	3600	1181952.00
2	GULABNAGAR NAVNALA BRIDGE KIOKS BOARD (10 POLE) AND VICTORIYA BRIDGE KIOKS BOARD (40 POLE)	50	0.9 x 1.2	54	3600	194400
3	FROM PAVANCHAKI TO LALPUR BAYPASS CIRCLE KIOKS BOARD (150 POLE)	300	0.9 x 1.2	324	3600	1166400.00
4	NAVANAGAR BANK TO AIRFORCE-2 GATE, HIRJI MISTRI ROAD KIOKS BOARD (26 POLE)	52	0.9 x 1.2	56.16	3600	202176.00
5	FROM PATEL SAMAJ TO NAVANAGAR BANK CIRCLE KIOKS BOARD (15 POLE)	30	0.9 x 1.2	32.4	3600	116640.00
6	FROM SAT RASTA CIRCLE TO ROZY PETROL PUMP KIOKS BOARD (42 POLE)	84	0.9 x 1.2	90.72	3600	326592.00
7	FROM ROZY PETROL PUMP TO GOKULNAGAR (34 POLE)	68	0.9 x 1.2	73.44	3600	264384.00
8	FROM GOKULNAGAR CIRCLE TO END OF SANDHIYA POOL (69 POLE)	138	0.9 x 1.2	149.04	3600	536544.00
9	JAKATNAKA CIRCLE TO SAMARPAN CIRCLEKIOKS BOARD (42 POLE)	84	0.9 x 1.2	90.72	3600	326592.00
10	HARSHDMILLNI CHALI MAIN ROAD KIOKS ABOARD (22 POLE)	44	0.9 x 1.2	47.52	3600	171072.00
11	JADESWAR PARK MAIN ROAD KIOKS BOARD (49 POLE)	98	0.9 x 1.2	105.84	3600	381024.00
12	OPP. SANGAM GARDEN PATEL PARK MAIN ROAD KIOKS BOARD (20 POLE)	40	0.9 x 1.2	43.2	3600	155520.00
13	FROM SAT RASTA CIRCLE TO KHODIYAR COLONY TO DIGJAM CIRCLE KIOKS BOARD (49 POLE)	98	0.9 x 1.2	105.84	3600	381024.00
14	DIGJAM CIRCLE TO AIRFORCE GATE KIOKS BOARD (66 POLE)	132	0.9 x 1.2	142.56	3600	513216.00
15	ROJI PETROL PUMP TO SATYAM COLONY TO SAMARAPAN CIRCLE KIOKS BOARD (56 POLE)	102	0.9 x 1.2	110.16	3600	396576.00
16	FROM SAMARAPNA CIRCLE TO THE BEGINNING OF THE OVER BRIDGE	38	0.9 x 1.2	41.04	3600	147744.00

	KIOKS BOARD (19 POLE)					
17	FROM SAMRPAN CIRCLE TO END OF KHAMBHADIYA BAYPASS ROAD (75 POLE)	150	0.9 x 1.2	162	3600	583200.00
18	FROM DIGJAM CIRCLE TO THE BEGINNING OF THE OVER BRIDGE KIOKS BOARD (2 POLE) AND DIGJAM OVER BRIDGE KIOKS BOARD (79 POLE)	83	0.9 x 1.2	89.64	3600	322704.00
19	FROM TOWNHALL TO SAT RASTA CIRCLE KIOKS BOARD(40 POLE)	80	0.9 x 1.2	86.4	3600	311040.00
20	FROM SARU SECTION ROAD TO PANCHVATI CIRCLE KIOKS BOARD (67 POLE)	134	0.9 x 1.2	144.72	3600	520992.00
21	FROM PANCHESWAR TOWER TO APNA BAJAR KIOKS BOARD (12 POLE)	24	0.9 x 1.2	25.92	3600	93312.00
22	FROM BHUJIYA KOTHA TO ASHAPURA HOTEL KOKS BOARD (15 POLE)	30	0.9 x 1.2	32.4	3600	116640.00
23	FROM AMBER CIRCLE TO PANCHVATI CIRCLE KIOKS BOARD (85 POLE)	170	0.9 x 1.2	183.6	3600	660960.00
24	HIMANTNAGAR MAIN ROAD KIOKS BOARD (28 POLE)	56	0.9 x 1.2	60.48	3600	217728.00
25	M.P.SHAH UDHYOGNAGAR GATE-1 ASHAPURA HOTEL TO JAVAHAR NAGAR POOL KIOKS BOARD (18 POLE)	36	0.9 x 1.2	38.88	3600	139968.00
26	M.P.SHAH UDHYOGNAGAR GATE-2 TO LIG-1 AAVAS KIOKS BOARD (20 POLE)	40	0.9 x 1.2	43.2	3600	155520.00
27	FROM JOGAS PARK TO P.N. ROAD KIOKS BOARD (27 POLE)	54	0.9 x 1.2	58.32	3600	209952.00
28	GANDHINAGAR RAILWAY STATION ROAD (14 POLE)	28	0.9 x 1.2	30.24	3600	108864.00
29	JAKAT NAKA CIRCLE TO VIJAY NAGAR MAIN ROAD KIOKS BOARD (21 POLE)	42	0.9 x 1.2	45.36	3600	163296.00
	TOTAL	2589		2796.12		10066032.00

Annexure – 6

Check list of Documents to be submitted with Technical Bid

- 1. Forwarding letter (As per Annexure 1)
- **2. Bidders Information** (As per Annexure 2)
- 3. Authority Letter (An Authorization given to the bidder's representative who has signed the bid by the Board of Directors/ Partners / authorized body. This may be a notarized authority letter on Rs.100/-stamp paper in case of partnership firm and a board resolution in case of pvt. Ltd. & Ltd. Co.. All remaining partners/board members should have sign the same)
- 4. Power of Attorney (In case the person who has been authorized by the Board of Directors/ Partners / Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support) (As per Annexure 3)
- 5. Attested copy of Registration/Incorporation Certificate in terms of Certificate of incorporation, Memorandum and Articles of Association, Partnership deed, Shop & Esta. Lic. etc.
- 6. Attested copy of Current Year Proff. Tax Receipt
- 7. Copy of the Tender Document signed on every page by the bidder's authorized representative
- 8. D.D. of Tender fee
- 9. D.D. of E.M.D.
- 10. Self-attested certificate (by an authorized signatory) mentioning that the bidder has not been Black Listed by any Government body in India during last five years.