

EoI No:1279

Date:31.10.2019

**Request for Proposal (RFP) for Selection of Agency
for
Installation of Advertising Infrastructure and
Management of Advertising Rights at Balijatra
Ground in Cuttack, Odisha**



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RFP for Selection of Agency / Agencies for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019

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1 Data Sheet

1	Name of the Bid	Selection of Agency / Agencies for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019
2	Time-period of contract	(November 12, 2019 – November 19, 2019)
3	Method of selection	H1 (Highest amount quoted)
4	Bid Processing Fee	Non-refundable fee of INR 5,000 (through Demand Draft) in favour of “Collector-cum-Chairman, District council of Culture, Cuttack payable at Cuttack
5	Earnest Money Deposit (EMD)	Refundable amount of INR 25,000/- (through Demand Draft) in favour of “Collector-cum-Chairman, District council of Culture, Cuttack payable at Cuttack
6	Financial Bid to be submitted	Yes
7	Name of the Authority’s official for addressing queries and clarifications	The Asst. Collector (Touzi & Loans), Collectorate, , Cuttack At/Po- Chandini Chowk, Dist- Cuttack Pin- 753002, Odisha. Email- touzictc@gmail.com Mobile: 7732017771
8	Proposal Validity Period	180 days from Proposal Due Date (PDD)
9	Proposal Language	English
10	Proposal Currency	INR
11	Schedule of Bidding Process	
	Task	Key Dates
	Period of availability of RFP	31/10/2019 to 6/11/2019 , Downloadable from website https://cuttack.nic.in
	Submission of queries for pre bid	4/11/2019 till 12 Noon through email touzictc@gmail.com
	Pre-bid conference	4/11/2019 at 3 PM
	Proposal Due Date (PDD)	Dt. 6/11/2019 by 03.00 PM. Through Registered Post/ Courier/ Speed

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		post. No drop box facility available and Hand delivery is not allowed
	Opening of Technical Bid	Dt. 7/11/2019 by 11.00 PM
	Opening of Financial Bid	Dt. 7/11/2019 by 12.00 Noon
12	Consortium to be allowed	No
13	Sub-contracting to be allowed	Yes
14	Place of submission of RFP	The Asst. Collector (Touzi & Loans), Collectorate, , Cuttack At/Po- Chandini Chowk, Dist- Cuttack Pin- 753002, Odisha.

2 Terms of reference

The Client intends to engage an Agency / Agencies for installation of advertisement infrastructure and management of advertisement rights at Balijatra 2019. The objective and scope of the Bidder for this assignment is specified as below.

2.1 Objective

Balijatra is one of the state largest gatherings and is held on the onset of Kartik Purnima along the riverside of Mahanadi.

The District Administration Cuttack intends to give the advertising rights of Balijatra 2019, Balijatra Ground area (Balijatra Upper padia and tala padia), parking area and approach roads to an Agency for 8 days (November 12, 2019 – November 19, 2019). Agency shall do installation, operation & maintenance of advertising Infrastructure and manage Advertisement Rights

Balijatra area is spread over 50 acres of land and it is divided in to different zones as per the map given below as Figure 1 below. An event of such mega scale presents an excellent opportunity for businesses to reach out to vast audiences. It also provides unique prospects for brands to reach out to a large mass of potential consumers.

2.2 Fact of Balijatra 2019

1. Approximately 15 lakh visitors are expected to visit the Balijatra. 2 Lacs Pilgrims are expected on daily basis,
2. Balijatra area is spread over 50 acres area and divided into upper 10 acres and lower 40 acres approximately.
3. There will be 2 sector office of District Council of Culture
4. Road network of more than 10 KMs approximately with 50 acres of area of Balijatra.
5. One conventional hall, 3 stages with modern and contemporary décor for cultural programs, exhibitions and art gatherings
6. Around 4 toilet blocks to be constructed.
7. 2 media centres will be built in Balijatra area to showcase the event to the entire world.
8. 11 parking lots covering over 15 acres.

2.3 Scope of Services

1. The Agency / Agencies shall provide the survey report of all existing advertisement infrastructure and locations of Balijatra ground, approach roads to Balijatra Ground & parking area, and do structural designing and location planning for installation of all OOH media.
2. The tentative inventory is being provided in clause 2.4. Finalization of Advertising sites will be subject to approval from the Authority.
3. The Agency / Agencies shall prepare and install the following infrastructure at sites given by Authority on the following areas:
 - a. Balijatra Gate
 - b. Hoardings
 - c. Light Pole Kiosks
 - d. LED Screen for Advertising
 - e. Advertisement on Public Toilets
 - f. Floating advertising boats

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g. Balloon

4. The Agency / Agencies shall mount the temporary MS / Scaffolding structure for the hoardings. The Agency shall be responsible for the structural stability, commissioning, de-commissioning and restoration of sites to its original condition.
5. The Agency / Agencies shall be responsible for the maintenance of the infrastructure and the site.
6. The Agency shall be responsible for the electricity supply charges and any other charges incurred at site.
7. All the advertisement sites should be fabricated as per industry standards and should be able to withstand high wind speeds and should be free from rust and erosion due to bad weather conditions etc.
8. The Agency / Agencies shall be responsible for end to end client servicing to the advertisers.
9. 10 % of total sites shall be reserved for the advertisement of Government schemes, no extra cost will be charged for operation and maintenance of these sites from Government Department directed by the District Administration.
10. For the advertisement of government schemes and campaign, the Authority shall provide the content and Agency shall be responsible for the operations & maintenance
11. The Agency / Agencies shall take prior approval from the authority for the content to be displayed at sites
12. The Agency / Agencies shall be responsible for operations and other services related to the advertising.
13. The Agency / Agencies shall be responsible for tie ups with companies to sell the advertising space, subject to approval (of advertiser) by the Authority and also collecting revenues.
14. Any site which may be a heritage site or part of the vicinity of a heritage site or of significant value should be maintained as directed by the District Administration office. The Agency / Agencies should not damage historical or other important place in the area

2.4 Project Consideration

Sr. No.	Medium	Description
1.	Hoardings	Agency / Agencies shall install the infrastructure for the hoarding. Agency /Agencies shall be responsible for the maintenance of the structure.
2.	LED Screen	The Agency / Agencies shall install the infrastructure for LED Screen and put the LED screen. The locations for LED Screen shall be finalized in consultation with Authority. The Agency/ Agencies shall also create the control room to monitor and operate the all the LED Vans remotely.
3.	Amusement Zone	The District Administration shall provide space in amusement zone of Balijatra Ground. The Agency / Agencies shall be responsible for the creating advertisement infrastructure and managing it.
4.	Toilet Blocks	The Agency shall install hoarding at the toilet blocks. There are 4 toilet blocks

2.5 Advertising Norms

1. Prior approval from committee formed by Authority before any installation of any advertisement.
2. The Bidder shall take permission from concerned Government Department for Installing the Advertisement infrastructure.

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3. No advertisements should be against religious sentiments and against the Balijatra rituals
4. Advertisement for alcohol based drinks, politically incorrect ads and indecent ads with a potential to disrupt communal harmony and offend religious sensibilities are not permitted.
5. Follow the applicable rules and regulation in the Balijatra Area.
6. Comply the guidelines contained in the advertisement policy approved by the Hon'ble Supreme court on December 12, 2007
7. Comply with all orders / notices /instructions issued from time to time from the District Administration
8. Follow the rules of road safety hazard and overall improvement in the City aesthetics
9. District Administration has right to withdraw any advertisement/s at any time if the advertisement effects the Balijatra sentiments and will be liable for the penalty mention in clause 5.2.10.
10. The agency/agencies shall follow the standard rules of Government of India & Odisha Government for advertisement.

2.6 Advertisement Inventory

The proposed tentative inventory for the Balijatra Area is as follows:

Sr. No.	Item	Total Number of Sites	Space Available Per Unit (Sq. Ft.)	Advt. Space for Agency (Sq. Ft.)
1	Hoarding (16'X10')	50	160	8000
2	Hoarding (12'X10')	50	120	6000
3	Balijatra Gate (Box Pillar)	40	NA	NA
4	Road Crossing Gates (as per Fire clearance)	10	NA	NA
5	Boat with Floating Advertisement Board	6	NA	NA
6	LED Screen (12*8)	4	96	384
7	Balloons	3	NA	NA

While number of sites were reached after careful consideration, however in case the numbers of sites given in above table vary in actual, the difference in License fee occurred due to change in number of sites shall be settled in final instalment of the License fee as prorated.

2.7 Payment Schedule

The payment of license fee shall be made in following instalments:

Instalments	Amount	Time Period
First Instalment	40% of License Fee	Within 3 days from the date of issue of LOI and prior to signing of agreement
Second Instalment	40% of License Fee	Before 16 th November 2019
Third Instalment	20% of License Fee	Before 19 th November 2019

3 Eligibility and Evaluation criteria

3.1 Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

SN	Criteria	Documents to be submitted
1)	The Bidder shall be an existing company registered in India under the Company Act, 1956 or Companies Act, 2013 or a partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act.	LLP/Partnership/Registration certificates. GST Certificate and Pan Card.
2)	The Bidder shall be in the field of advertisement infrastructure development and marketing of OOH media for the last 3 years	Copy of registration and work orders
3)	The Bidder shall have an average annual turnover of at least INR 25 lakhs in last three financial years, i.e. FY 18-19; FY 17-18, FY 16-17.	Audited Financial statements AND Annexure A - Form 1 and CA certificate
4)	The Bidder should have executed at least Three (3) projects for Government Department/PSUs/ Private Organization / Corporates of Installation & operations of Advertising Infrastructure OR Management of Advertising Rights, in last Ten (10) years.	Work orders / Work completion certificate from client AND Annexure A - Form 2

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5)	<p>The Bidder shall have executed minimum 3 project of value more than INR 25 Lacs each for installation & operations of Advertising Infrastructure OR Management of Advertising Rights</p> <p>OR</p> <p>The Bidder shall have executed projects for at least 3 client for installation & operations of Advertising Infrastructure OR Management of Advertising Rights of cumulative value of INR 25 Lacs each from a single client</p>	Work orders / Work completion certificate from client
6)	<p>The Applicant should not have been barred by the Central Government, any State Government, Government Local Bodies, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.</p>	Undertaking as per FORM 3
7)	<p>An Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.</p>	Undertaking as per FORM 4

3.2 Financial Evaluation

The Authority has adopted a single stage selection process (collectively the “Selection Process”) for evaluating the Bids. Financial Bids will be opened for the bidders who qualify as per the criteria given in clause 3.1 of this document and evaluated through the highest bid process (H1). The bidder who’s Financial Bid has the highest quoted lump-sum License fee (H1) shall be declared selected/ Successful Bidder in the respective package.

The bidder shall have to quote license fees above of the minimum reserve price mentioned in inventory list (Form 6).

If there are any conditions attached to any financial bids which shall have a bearing on the total financial offer, the tender committee shall reject any such bids as non-responsive financial proposal. However if the Tender Evaluation Committee feels it necessary to seek clarifications on any financial proposals regarding taxes, duties or any such matter, the Tender Evaluation Committee shall do so by inviting responses in writing.

The financial proposals will be ranked in terms of highest financial offer. Bidder with Highest offer (not less than minimum reserve price) will be ranked as H-1 and the next lower and so on will be ranked as H-2, H-3

In case two or more bidders quote the same license fee, the bidder who will have INS accreditation, shall be selected.

Work Allocation:

It was proposed that after completion of financial evaluation, work contract shall be issued to H1 bidder, in the event of the H1 bidders not accepting and/or signing the contract within 7 days of issuing the work contract, the Committee would reserve the right to offer the work contract of respective package to H2 & so on.

4 Instructions to Bidders

4.1 General instructions

4.1.1 Number of Proposals and respondents

4.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.

4.1.1.2 The RFP is non-transferable and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Client.

4.1.1.3 Consortium is not allowed under this RFP.

4.1.1.4 25% Sub-contracting is allowed under this RFP.

4.1.2 Proposal preparation cost

4.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal.

4.1.2.2 Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

4.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable

4.1.3 Right to accept and reject any or all the Proposals

4.1.3.1 Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

4.1.3.2 Authority reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Bidder/s do/does not respond promptly and diligently to requests for Supplemental information required for the evaluation of Proposals, or
- c) The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

4.1.4 Clarifications

4.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Client and the Project site, sending written queries to the Client, and attending a Pre-Proposal Conference

4.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Client in writing before the date mentioned in the schedule of bidding process. The queries will be sent only by email at the mail id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP on for Selection of Agency / Agencies for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019”

4.1.4.3 The Client shall endeavour to respond to the queries within the period specified therein but no later than 5 (five) days prior to the PDD. The responses will be sent by e-mail. The Client will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

4.1.4.4 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 4.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

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4.1.5 Amendment of the RFP

4.1.5.1 At any time prior to the Proposal Due Date (PDD), the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the District Administration website <https://cuttack.nic.in/>. It shall be the sole responsibility of the prospective Bidder to check the above mentioned websites from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Client shall not be responsible for it.

4.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the Proposal Due Date.

4.1.6 Data identification and collection

4.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

4.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination and accepted the RFP in totality;
- Received all relevant information requested from Authority and
- Made a complete and careful examination of the various aspects of the Scope of Work. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

4.2 Preparation and submission of Proposals

4.2.1 Language and currency

4.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

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

4.2.2 Proposal validity period and extension

4.2.2.1 Proposals shall remain valid for a period of 90 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

4.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

4.2.3 Format and signing of Proposals

4.2.3.1 The Bidders shall prepare hard copies of the technical and financial proposals separately.

4.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

4.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

4.2.4 Submission of Proposal

4.2.4.1. Bid submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. Once the submission date and time has

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passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

4.2.5 Deadline for submission

4.2.5.1 Proposal (technical and financial) must be submitted by the Bidder no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

4.2.6 Late submission

4.2.6.1 Once the Proposal submission date and time is over, the Bidder cannot submit his/her Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the Proposal submission process.

4.2.7 Withdrawal and resubmission of Proposal

4.2.7.1 No Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an proposal during this interval may result in the Bidder's forfeited of his/her Proposal security.

4.2.8 Selection of the Bidder

4.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

4.2.9 Proposal opening

4.2.9.1 After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 3.1 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

4.2.9.2 Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

4.2.9.3 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

4.2.10 Opening of Proposals

4.2.10.1 Authority will open all technical Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Authority office.

4.2.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date Proposal opening being declared a holiday for the Authority, the bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in Proposal should ensure that the Demand Draft Fee mentioned in the Data sheet must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.

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4.2.10.3 The Bidders names and the presence or absence of requisite Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.

4.2.11 Confidentiality

4.2.11.1 Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder/s shall not be disclosed to any person not officially concerned with the process.

4.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

4.2.12 Tests of responsiveness

4.2.12.1 Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b. It contains all information as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.
- e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.

4.2.12.2 Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

4.2.13 Clarifications sought by Authority

4.2.13.1 To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.2.14 Proposal evaluation

4.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 4.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Evaluation Criteria set out in Clause 3.1 of this RFP.

4.2.14.2 The Proposal containing the Technical Details in Clause 3.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

5 Annexure B: General Conditions of Contract

5.1 General Provision

5.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meanings:

- i. "Agreement" or "Contract" means the Agreement/Contract signed by the Parties and all the attached documents, if any

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- ii. “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time; iii. “Authorized Representative” shall have the meaning set forth in Clause 5.1.5
- iv. “Client” means the Authority with which the Bidder signs the Contract for the Services i.e. District Administration Cuttack
- v. “Bidder” or “Service Provider” means any private or public entity that will provide the Services to the Client
- vi. “Bid Processing Fee” shall mean the fee as specified in the Data Sheet
- vii. “Confidentiality” shall have the meaning as set forth in Clause 4.2.11
- viii. “Dispute” shall have the meaning set forth in Clause 5.2.11
- x. “Effective Date” means the date on which this Agreement comes into force
- xi. “Eligibility Criteria” shall have the meaning set forth in Clause 3.1
- xii. “EMD” Earnest Money Deposit
- xiii. “Force Majeure” shall have the meaning set forth in Clause 5.2.5
- xiv. “Government” means the Government of Odisha
- xv. “GST” means Goods and services tax
- xvi. “INR, Re. or Rs.” means Indian Rupees
- xvii. “Key Date” shall mean the dates mentioned in the Data Sheet
- xviii. “LOA” means Letter of Award
- xix. Party” means the “Client or the Bidder” as the case may be, and “Parties” means both of them
- xx. “Personnel” means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xxi. “Project” shall have the meaning set forth in the Disclaimer xxii. “Proposal” shall have the meaning set forth in the Disclaimer
- xxiii. “Proposal Due Date” or “PDD” shall mean the date as mentioned in the Data Sheet;
- xxiv. “Proposal Validity Period” shall mean the date as mentioned in the Data Sheet;
- xxv. “RFP” means the Request for Proposal document in response to which the Bidder’s proposal for providing services was accepted
- xxvi. “Services” means the work to be performed by the Bidder pursuant to the Contract
- xxvii. “Schedule of Bidding Process” means the schedule mentioned in the Data Sheet;

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

5.1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5.1.4 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

5.1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

5.1.6 Taxes and Duties

All the applicable taxes shall be borne by the bidder.

5.1.7 Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

5.1.8 Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the 10% of the contract value and shall be under discretion of Authority.

5.1.9 Insurance

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- a. loss of or damage to the site or its allied material and equipment
- b. loss of or damage to Equipment, property in connection with the Contract; and
- c. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

5.1.10 Liquidated Damages

In case any services is not found as per the prescribed norms or is not carried out in time, the Client may impose liquidated damages on the Bidder. The maximum liquidated damages imposed shall not exceed 10% of the Agreement/Contract amount.

If the Bidder delays the works or the work is not satisfactory, the Client may execute the work at the risk and at the cost of the Bidder from any other service providing Agency.

5.1.11 Performance Security

For the purposes of the Agreement, performance security shall be deemed to be an amount equal to 10 % (ten per cent) of the Agreement Value (the "Performance Security"); which can be provided in the form of a bank guarantee. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement/ contract value, and shall be recovered by appropriation from the Performance Security. On submission of performance security bid security will be released within 10 days.

5.2 Commencement, Completion, Modification and Termination of Contract

5.2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

5.2.2 Commencement of Services

The Bidder shall begin carrying out the Services not later than 7 days after the Effective Date specified in the RFP or the Contract.

5.2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 5.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

5.2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

5.2.5 Force Majeure

5.2.5.1 Definition

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

Force Majeure shall not include

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both Take into account at the time of the conclusion of this Agreement, and
 Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, 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.

5.2.5.4 Payments

- a. The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure Event.
- b. The Agency will not be liable to pay the Default Charges for the period for which the Force Majeure events persist.

5.2.6 Termination

The Authority may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

5.2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 5.2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Bidder, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Bidder becomes insolvent or bankrupt.
- c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings.

5.2.6.2 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 5.2.6.1, the bidder / Agency shall pay to the Authority any unpaid or accrued dues.

Disputes about Events of Termination: If either party disputes whether an event warranting termination has occurred, such party may, refer the matter to arbitration under Clause 5.2.11, and the Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

5.2.7 Obligations of the Bidder

5.2.7.1 Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall

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observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

5.2.7.2 Responsibility of the Bidder

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time

5.2.7.3 Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 36 months from the date of termination of the Contract.

5.2.7.4 Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

5.2.7.5 Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

5.2.8 Obligations of the Authority

Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.

5.2.9 Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

5.2.10 Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

If the bidder fails to follow the norms as mention on Clause 2.5 of the RFP, Authority may impose penalty up to INR 25000 per instance.

5.2.11 Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

b. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Prayagraj, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

The venue of arbitration shall be in Cuttack, Odisha.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Cuttack, Odisha.

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Courts located in Court shall have exclusive jurisdiction to settle dispute arising under this agreement.

6 Annexure A: Standard Forms

6.1 FORM 1

#	Financial Year	Annual Revenue (in INR)
1.		
2.		
3.		

Note: Attach audited financial statements as proof of the above figures.

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6.2 FORM 2

6.2.1 Bidder's organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

6.2.2 Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Location of Project	Duration (In months/days)	Total License Fee Paid by the Agency (in INR.)
1					
2					
3					

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

6.3 FORM 3

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “**Selection of Agency for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019**”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship intends to submit a proposal in response to Selection of Agency for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019 we also declare that our Company / LLP / Partnership / Society / Proprietorship has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

_____ (Signature of

the Authorized Person)

Name:

Designation:

6.4 FORM 4

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “Selection of Agency for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship intends to submit a proposal in response to Selection of Agency for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019 we also declare that our Company / LLP / Partnership / Society / Proprietorship has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

_____ (Signature of

the Authorized Person)

Name:

Designation:

6.5 FORM 5

Financial Proposal

[Date]

To: [Name and address of Client]

Subject: Financial proposal

Reference: Selection of Agency for Installation of Advertising Infrastructure and Management of Advertisement Rights at Balijatra 2019

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

We hereby quote for the Balijatra 2019 for the items specified in the RFP including all relevant taxes as provided in enclosed Table (form 6).

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

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6.6 Financial Proposal - FORM 6

Balijatra Area (Upper Padia and Tala Padia) - Detailed Breakup. Bidder need to quote single license fee for all the seven items as undermentioned, above the minimum reserve price.

Sr. No.	Item	Total Number of Sites	Minimum Reserve Price (INR)	Quoted Fee exclusive of taxes (In INR)
1	Hoarding (16'X10')	50	Rs 5,00,000.00	
2	Hoarding (12'X10')	50		
3	Balijatra Gate (Box Pillar)	40		
4	Road Crossing Gates (as per Fire clearance)	10		
5	Boat with Floating Advertisement Board	6		
6	LED Screen (12*8)	4		
7	Balloons	3		

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