

# DR. PANJABRAO DESHMUKH KRISHI VIDYAPEETH AKOLA

**TENDER DOCUMENT** 

TECHNICAL BID PART 'A'

**ADVERTISING RIGHTS** 

FOR

**OUTDOOR ADVERTISING MEDIA** 

ON

VARIOUS BANNER STAND

AT

**COLLEGE OF** 

AGRICULTURE, NAGPUR

AT

**FIXED LOCATIONS AND SITES** 

FOR

PURPOSEFUL AND LAWFUL ADVERTISING

# DR. PANJABRAO DESHMUKH KRISHI VIDYAPEETH AKOLA

## **BIDDING SCHEDULE**

Name of Work: Advertising rights for out-door advertising media on various banner stands at college of agriculture Nagpur at fixed locations and sites for purposeful and lawful advertising.

Name of Bidder:	
-	

Address:

## DISCLAIMER

- 1. The information contained in this Tender Document as per the basic field knowledge of University Engineer Office Employees on behalf of Dr. P.D.K.V., Akola.
- 2. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and obtain independent advice from appropriate sources. This Office shall incur no liability under any law, stature, rules or regulations as to the accuracy, reliability or competences of the tender document.
- This office has its own discretion to update, amend, add to any or all of the provisions or supplement the information of this tender document or cancel the present invitation and call for fresh invitation.
- 4. This office reserves the right to reject any of all of tender submitted in response to this tender invitation at any stage without assigning any reasons whatsoever and also reserves the right to hold or withdraw from or cancel the process at any stage up-to the final selection.
- 5. This office will have not taken any liability in case of non-receipt of any correspondence to the bidders due to the postal delays.

Submission of this tender or Pre-qualification or issue of tender does not vest any right in the consultant for being selected for the project.

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# DR. PANJABRAO DESHMUKH KRISHI VIDYAPEETH AKOLA

## **1. -TENDER NOTICE**

Tender are invited from financially sound advertising Firms for grant of advertising rights for out-door advertising media on 14 various banner stand at college of Agriculture Nagpur at fixed locations and sites for purposeful and lawful advertising related to Agriculture or other for five (05) year or upto new tender process start whichever is earlier.

The bidders shall have past experience of carrying out similar type of work in past years.

Sr. No.	Description	Date & Time
1	EMD (In Rs.)	Rs. 50,000/-
2	Cost of Blank Tender Form (in Rs.)	1,000/- + GST
3	Sale End of Blank Tender Forms Upto	Dt. 4-05-2022 at 5.00 p.m.
4	Pre-Bid Meeting	Dt. 28-04-2022 at 11.30 a.m.
5	Last Date of Submission of Filled Tender	Upto Dt. 10-05-2022 at 3.00 p.m.
6	Opening of Tender On Dt.	Dt. 12-05-2022 at 11.00 a.m.

NOTE :

- 1. Required amount of tender fee and EMD shall be paid online through required amount of tender fee should be paid offline to University Engineer, Dr. P.D.K.V., Akola through ICICI Bank Account No. 052005001977 and the receipt for the same will be enclosed in envelop.
- 2. Blank Tender forms can be downloaded from web site www.pdkv.ac.in.
- 3. Pre-Bid Meeting will be held in the chamber of University Engineer, Dr. P.D.K.V., Akola.
- 4. Office of the University Engineer, Dr. P.D.K.V., Akola reserves all the right to accept or reject any or all the Tender without assigning any reason, thereof.

University Engineer Dr. P.D.K.V., Akola

## 2. NOTICE INVITING TENDER (NIT)

- 1. Tender Invitation: Tenders are invited by Office of the University Engineer, Dr. P.D.K.V., Akola for out-door advertising media on various BANNER STANDS at fixed locations and sites for purposeful & lawful advertising.
- 2. Tender Documents: Tender documents shall consist of all the documents, information's, annexure, reports & other related to the same. Performa's and such other documents of which reference has also been made in the same. Essential documents and other documents in support of essential conditions must be filed with the offer; otherwise the offer shall be treated as non-responsive.
- 3. **Opening of tender:** Tender will be opened on **dated Dt**. ..... at ...... **hours** or on the date and time extended and notified by **the University Engineer Dr**. **P.D.K.V.**, **Akola**.
- Last date of submission: Tenders shall be received by Office of the University Engineer, Dr.
   P.D.K.V., Akola up to ...... hours on Dt. \_\_\_\_\_. Tenders received after the aforesaid hours and date shall not be accepted and considered.
- 5. Earnest Money Deposit: The Earnest Money of Rs. 50,000/- shall be paid for all site in favour of the University Engineer, Dr. P.D.K.V., Akola through F.D.R.
- 6. Refund of Earnest Money Deposit: The EMD of unsuccessful Bidder shall be returned as early as possible by University Engineer, Dr. P.D.K.V., Akola after the tender processes are completed. The EMD of successful bidder may be adjusted against the Security Deposit.

#### 7. **Forfeiture of EMD:** The EMD may be forfeited if:

The tender is withdrawn by the Bidder after the closing date and before the validity of its offer expires.

If it is found that the Bidder has submitted the same tender in different names or using fraudulent practices.

If the successful bidder fails to submit the Security Deposit as required in the tender within the stipulated time.

8. **Right of U.E.**: This office reserves the right to reject any of all of tender submitted in response to this tender invitation at any stage without assigning any reasons whatsoever and also reserves the right to hold or withdraw from or cancel the process at any stage upto the final selection.

If any bidders have needs any clarification of modification in the tender documents may submit in hard form or through email.

If any bidders fails to meet the tender requirements for any other ground, the decision in this regard taken by this office shall be final.

- **9.** Validity of Tender: Tender submitted by the Bidder may valid for a period of **60 days** from the date of submission of the tender.
- 10. Bidder not to vary tender: In case of bidder revoking or canceling his tender, varying any terms in this regard thereof without the consent of this office in writing, then the tender of the Bidder shall be rejected out rightly and the Bidder shall have no further claims whatsoever. However, if any query regarding the tender documents, bidders shall be submitted it in return as or before prebid meeting. The same should be clarified by the Department within 7 days.

- 11. **Preparation of the Tender Bids:** The correspondence language is in English only.
- 12. The bidder must submit up to date 'No Dues Certificate' issued by any other department where he has entitled regarding ground rent, license fee for the hording/banner/ any advertisement in this notified area or any.
- **13.** Eligibility of Bidders: The eligible Bidders are those who has qualified the eligible criteria by the Department are to be eligible to participate in the price bid. Joint Venture is not allowed.

University Engineer Dr. P.D.K.V., Akola

## **3. INSTRUCTIONS TO THE BIDDERS**

- 1. The tender shall be submitted in the prescribed form as mentioned in the tender document.
- 2. Before submitting the tender bidders have inspect at examine the site and satisfy themselves about the existing conditions at the location of the site. They are advise to make their own individual forecast about the likely revenue.
- **3.** The period of contract for this tender is 5 years and it will be decided to operate the contract for display of advertisement for a total period upto mentioned above i.e. 5 years or new tender process start by the Department whichever is earlier. That means Department has reserve to rights to suspend, alter, terminate, renew, extend, modify, the Contract at any time of the contract without assigning any reason. The decision of Department shall be final and binding to the Bidder.
- 4. Submission of a tender by a Bidder that he has read this tender notice and all other contract documents and has made himself aware of the scope and specifications of the work and local conditions and other factors affecting the execution of the works. It also means that the Bidder is willing to perform the work within the scope of this tender document.
- 5. Bidder should quote yearly rentals of ground rent for the advertising rights of particular BANNER of advertising media in Nagpur for a period upto work completion or new tender process start whichever is earlier. In the Price Bid Form as included in the tender. The amount should be quoted in figures as well as words and not on percentage basis. In addition to the ground rent the bidder shall be required to pay license fee for each Banner which has fixed by the Department license fees for all types of Banner. The bidder are expected to quote for 14 nos. of banner stands on as and where basis, however the successful bidder shall repair, relocates and install new banner stands (if required) as per advertising policy 2001 (Revised 2017) and prevailing rules of Central / State Government from time to time during the contract period with the approval of competent authority.

The cost incurred for repair / re-install / re-locate and new banner stands shall be bidder's responsibility and no extra charges shall be paid by Department.

- 6. Department has fixed offset prices for 14 Banner stand with display on one side. The Bidder is to quote yearly rentals of ground rent equal to or more than the offset prices fixed by Department.
- 7. The Bidder is required to submit their offer in the following manner only. i.e. Envelop No. 1 & 2 system.

#### Envelop – I:

- **a.** The tender shall be accompanied by Earnest Money Deposit of Rs. 50,000/- for all site. The Earnest Money shall be paid through ICICI Bank Account No. 052005001977 and the receipt for the same will be enclosed in envelop.
- **b.** The Bidder shall submit Format I, and the details of organization, financial status, experience etc. as per the tender document. The necessary supporting documents of the information supplied in the form should also be enclosed with the form.

- **c.** The tender documents various annexure have to be signed, stamped and dated by the bidder and submitted along with tender document in the envelop No. 1.
- **d.** The details of the firm as per tender should be submitted along with the part of the information booklet in envelop no. 1.
- e. Documents about Earnest Money Deposit along with separate copy of format 1 and 'No Dues Certificate' as detailed earlier has to be enclosed in envelope no 1 in separate envelope.
- f. The tender documents including envelop-1 & 2 is required to be submitted offline.

#### Envelop No. II:

#### Financial offer should be submitted online in the Bid Form (BOQ)

- **a.** It should be noted that the financial offer shall not directly or indirectly be reflected in the contents document in the Envelop-1. Where the Envelop -1 contains any such information, the tender will summarily be rejected.
- **b.** No page shall be added or removed from the set of documents submitted after the opening of the tender and no correspondence regarding the same will be entertained.
- c. The financial offer should be submitted in the Bid form Envelop -2 (BOQ) to be submitted offline.
- **8.** The Bidder shall quote for the annual revenue for ground rent that they shall pay to the Department as detailed in the Price Bid; (BOQ) issued by Department in words and figures.
  - **i** The Bidder shall quote the price bid both in Figures and Words. Wherever there is any discrepancy in figures and words, the higher of the amounts stated in words or figuresshall be considered for further evaluation.
  - ii Incomplete Quotations are liable to be rejected.
  - iii All corrections in the tender are to be initialed by the Bidder.
  - iv The tender must be stamped, dated and signed below by the Bidder on every page of the tender, at the space provided.
- **9.** Price Bids of only those Bidders who have been short listed by the Department as per their evaluation criteria, shall be opened. Opening of the Envelop -1 means technical scrutiny and does not mean any eligibility to qualify for Price Bid.
- 10. Tender documents shall remain the property of Department and if obtained by one intending Bidder, shall not be copied or utilized by another, for any other purpose, without the written consent of Department. It shall be used only for the purpose of submission of Bid under this tender.
- The following procedure will be adopted for Evaluation of the Proposal of the Bidder: A Two-stage procedure will be adopted in evaluation of the proposals:
  - **i** Technical Evaluation, which will be carried out prior to opening any Price Bid by assigning a Technical Score to the Bidder for the Technical Evaluation (called TS) and.
  - **ii** Financial evaluation of the proposal by assigning a Financial Score to the Bidder for such Financial Evaluation (called FS)
  - iii The Bidder shall be thereafter selected on the basis of highest Combined Technical & Financial Score (called CS)

- **12.** Department will carry out its Technical Evaluation by applying the evaluation criteria and point system. Each responsive proposal will be attributed a Technical Score (TS) as below.
  - i The technical evaluation will be based on their submissions of their past experiences, establishment structure and financial standing. Marking system shall be adopted or applicable as per point and rank for selection decided by Department which is enclosed as **Annexure I**.
  - ii A proposal failing to submit "No Dues Certificate or Provisional Eligibility Certificate" will be summarily rejected. The Financial proposal for such proposalsshall not be opened. Department decision in this regard will be final without prejudice right of bidder.

Sr. No.	Criteria	Points/Marks
1.	Past experiences	40
2.	. Establishment	
3.	Financial Standing	40
	Total	100

#### iii The Evaluation Criteria as fixed for this tender is

#### **13. Opening and Evaluation of Financial Proposals**:

- i After the opening of technical bids as per Envelop No. 1, the Financial Bids of the Bidders shall be opened.
- ii The Highest Financial quote will be given a Financial Score (FS) of 100 marks. The financial offers of the other Bidder will be computed to determine their Financial Scores as under FS = 100 x F / FM, where FS is the Financial Score of the respective Bidder, F is the Price Quoted by the Respective Bidder and FM is the Highest Quote.
- 14. After determining the TS and the FS, the Combined Score (CS) will be determined by giving 30% weightage to the Technical Score and 70% weightage to the Financial Score. The Combined Score (CS) shall be calculated as per below

CS = (TS \* 0.30) + (FS \* 0.70)

- 15. Department also has to right without rejecting any tender, to call for additional information required before tender finalization, for verifying and or certifying the eligibility conditions, or any other submissions like any attestations, details, information's, data, supporting documents, undertakings, Power of Attorney for tender submission.
- 16. Incomplete Bids shall be liable for rejection.
- 17. Fraudulent Practice shall not be accepted.

"Fraudulent Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution, and also means misrepresentation of facts in order to influence the selection process or threatening any official of Department or other Bidders, or the execution of a contract to the detriment of Department or any such act or deed spoken or otherwise which causes any hindrance in the normal procedure of Bid finalization.

Department shall have an absolute right to reject any such Bid, if it is found any fraudulent practice of any manner in competing for the contract in question by the Bidder & shall be terminate his contract at any stage without any risk or liability if so found later.

- **18.** Prior to the expiry of the original bid validity period, Department may request the Bidder for specified extension in the period of validity.
- 19. The Bidder shall submit all the required information, documents as per the tender and shall duly fill the Price Bid (BOQ) as per the instructions given in the Price Bid. While filling in the rates in the Price Bid, the Bidder shall take special care that there is no discrepancy in the rates mentioned. No page/information shall be added or removed from the set of documents submitted after the opening of the tender and no correspondence regarding the same will be entertained.
- 20. All documents submitted as part of the technical Bid should be signed by individual in case of individual or sole proprietor or all partners in case of partnership firm or by a partner holding Power of Attorney or by duly authorized person in case of limited company, givingfull name and contact address.
- 21. If the Bidder is a working Outdoor Advertiser he/she/it has to obtain and submit with tender document part A "No Dues Certificate" of respective Department from advertisement dept. about clearance of all advertisement dues up to the last day of previous monthin which the advertisement is issued. Otherwise tender will not be considered. This certificate is to be enclosed in Envelop No.-1 as mentioned earlier.
- 22. Addenda/Corrigenda to the tender documents may be issued prior to the date of submission of tender to clarify or effect modification in the specification and/or contract terms and conditions included in the tender document. The Bidder shall suitably take into consideration such addenda/corrigenda while submitting the tender as a tender part.
- 23. No Bidder should have to right to exchange the bid document to each other.
- 24. No Arbitration is accepted as per Arbitration Act.
- 25. Department reserves the right to reject any or all the Bids, or to cancel the entire tendering process and call fresh offers, without assigning any reasons thereof. No Bidder shall have the right to demand any answer/explanation from the Department in this regard.

## 4. METHOD OF AWARD OF CONTRACT

- 1. Price Bids of only those Bidders, who are qualified, as per their evaluation criteria, shall be opened.
- 2. The Bidder shall be awarded contract on the basis of Highest Combined Score (CS) as detailed in earlier sections, and as per the tender terms and conditions and finally accepted by Department after negotiations, if any.
- **3.** Department will notify to the successful Bidder that his Bid has been accepted, stating clearly the advertisement must right on Banner Stands for which it has been accepted by issuing a Letter of Acceptance.
- 4. The bidder will have to deposit the amount equal to the annual rent of ground rent offered by him and also the license fee for the year in advance for that particular year within a period of 15 days from the date of letter of acceptance of the bid, from Department The amount should be in the formof Demand Draft or Cheque.
- 5. The successful Bidder shall immediately on being called upon to do so enter into written Agreement with the Department for the proper fulfillment of the contract, on lines similar to or as near thereto as provided hereinabove, on required stamp paper of due denomination payable by Bidder. The agreement should be registered as per registration Act. The Agreement shall be prepared and endorsed by Department and shall be forwarded to the successful Bidder in due course, after the acceptance of tender. If the successful Bidder not execute the Agreement within a period of 15 days after the date of its receipt by Bidder, the Department may, at its option and without prejudice to its other rights or claims against the Bidder for noncompliance with any of the provisions of these conditions, within one month after the receipt of the Agreement by the Bidder by notice in writing to the Bidder, revoke the acceptance of the tender and thereupon the Department shall not be liable to or for any claim or demand from the Bidder in respect of any other matter or thing whatsoever in connection with the contract. The Department shall be entitled to forfeiture of the earnest money deposited by the Bidder along with the tender or the security Deposit or both paid by the Bidder on the intimation of acceptance of this tender. If for any reason agreement is not executed, then also the bidder will be binding with all condition mentioned in the tender documents.
- 6. Within a period of 15 (Fifteen) days from the date of receipt of the Letter of Acceptance from Department the Successful Bidder shall furnish to a Security Deposit. The amount of <u>Security Deposit</u> shall be equal to <u>25%</u> of the ground rent for 3<sup>rd</sup> <u>Year. The Security Deposit</u> shall be payable In the form of FDR of Nationalized/Scheduled Bank, issued or endorsed in favor of University Engineer, Dr. P.D.K.V., Akola as per the prescribed format approved by Department The amount of EMD will be adjusted in the amount of Security Deposit. Accordingly the additional amount shall have to be deposited within a period of 15 days from the date of execution of the contract.

- 7. The tenderer shall have to deposit annual ground rent offered by Bidder and license fee for a year with a quarterly basis period from the receipt of the Work Order/ Agreement of the tender from the Department. Likewise for the extended period the Bidder shall have to deposit the amount of enhance ground rent and license fee for a year prior to 15 days from the commencement of the extended period in advance.
- 8. The Security Deposit will carry no interest. This deposit shall be refundable after a period of Six Months from the last day of completion of this contract, if it is not liable for forfeiture due to any reason.

#### 9. Forfeiture of Security Deposit:

- i The Security Deposit whole or part thereof shall be liable to be forfeited without prejudice to Department for other claims and rights against the Bidder, in the event of the Bidder's failure to observe any terms of this contract and or non-compliance with the requirements thereof.
- ii If at any time it is discovered that the Bidder have submitted more than one tender for the same Banner Stand but under different names, with an intention of defrauding Department the Price of the Bids, or have entered into ring tendering. All the said tenders may be rejected or Agreement so entered into, cancelled and the EMD/Security Deposit if any shall also be forfeited.
- **iii** The Bidder shall not be allowed to withdraw his offer at any time and if he does so or does not take up the sites being the Successful Bidder, and operationalize the contract, Department shall be entitled to cancel the Agreement entered into and also forfeit the entire amount of the EMD and if deposited Security Deposit will also be forfeited.
- iv If the contract is terminated due to breach by the Bidder, then Department may forfeit the Security Deposit.
- v The Security Deposit may be forfeited for reasons as detailed out in the various clauses of this tender.
- vi If Bidder quotes low to Bid Value/price, the tender will be liable for rejection and EMD will be forfeited.
- 10. If it is found by Department that the proposed site is objectionable/ non-feasible/ affecting the policy norms and sky-sign bye- laws etc., Department may ask the Bidder to remove that particular site at Bidders cost and if possible but not duty bound to Department the optional site available with the Department may be allotted after adjusting License fee and ground rent decrease/increase as calculated by Department.
- 11. The advertisement can be erected only on the advertisement space zones of the pavement as proposed by the Department. The successful Bidder has to abide to provide the Architectural Designs by himself which would be approved by the Department & mandatory for the party to maintain the said structure, surrounding and Banner Stands scape features at their own cost.

- **12.** The bidder must file the following document in Envelop no. I, failing which the offer shall not be considered.
  - A. No Dues certificate issued by the Advertisement Department of Govt./ Semi Govt./ Local Authorities.
  - B. Pan No.
  - C. G.S.T. Registration Certificate.
  - **D.** Registration of Firm.
  - **E.** Shop Act License.
  - F. Income Tax Return.
  - G. Turnover Certificate of last 3 years.
  - **H.** Similar type of work done in last three years

## 5. CONDITIONS OF CONTRACT

- 1. Dr. P.D.K.V., Akola : Means Dr. Punjabrao Deshmukh Krishi Vidyapeeth, Akola.
- 2. U.E. Office : Means the Office of the University Engineer, Dr. P.D.K.V., Akola.
- **3. Contract Sum:** Means the amount of revenue quoted in the tender as highest CS and agreed tobe paid by the Successful Bidder to the Department.
- 4. Quarterly Rental Pay: Means the 25% of amount of revenue offered for 1st year for ground rent and the license fee pay quarterly basis, which is to be paid in addition to the ground rent. The total period of contract is 5 years with stipulated increment on the amount for ground rent and license fee by the Bidder as below

For Second Year	10% Increment on amount for ground rent i.e. Quoted
	Amount x 1.10
For Third Year	20% Increment on amount for ground rent i.e. Quoted
	Amount x 1.20
For Fourth Year	30% Increment on amount for ground rent i.e. Quoted
	Amount x 1.30
For Fifth Year	40% Increment on amount for ground rent i.e. Quoted

The license fee shall have to be paid in addition to the increase ground rent for next four years as mentioned above.

- 5. Engineer-In-Charge/Officer-in-Charge: Means the authorized Engineer of the Office of the University Engineer, Dr. P.D.K.V., Akola or his authorized representatives, who shall direct, supervise and be in charge of the works for the purposes of this contract.
- 6. Force Majeure Risks: Means risks including riots (otherwise than among the Successful Bidder's employees and Civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, acts of God, such as Earthquake, lightening (except flood), third party litigation, political decisions and other causes over which the Successful Bidder has no control and which are accepted by the Accepting Authority or causes solely due to use or occupation by the Office of the University Engineer, Dr. P.D.K.V., Akola of the part of the Works.
- 7. Tender: Means the offer or proposal of the Bidder submitted in the prescribed form.
- 8. Addenda: Means the written or graphic notices issued prior to the submission of the tender which modify or interpret the contract documents.

- **9. Security Deposit:** Means the deposit to be held by the Department as security for and ensuring the due performance of the contractual obligations by the successful Bidder.
- 10. Offset Prices/rates: Means offset prices/rates are those fixed by Department depending on its own survey and in house data. Department desires to achieve rates higher than these offset prices and hence have fixed them as the minimum rates to be quoted by the Bidder.
- 11. **Contract Period:** Means a period of five year initially with provision of extension or upto survey work completion & new tender process start whichever is earlier.
- 12. Address: Means the address provided for the correspondence and last known address recorded with Department.
- 13. Notice in writing or written notice: Means a notice written, typed or in printed form delivered personally or sent by post to the last known private or business address or registered office of the Entrepreneur/Successful Bidder.
- 14. Appointing Authority: Means the power delegated to the chair regarding this tender by the Department.
- **15.** Accepted Tendered Rates: Means the rates quoted by the Bidder in tender which is accepted by Department for the contract.
- 16. Letter of Acceptance: Means intimation by a letter to the Bidder that his tender has been accepted in accordance with the provisions contained therein.
- 17. Order and Instruction: Means written order or instruction given by the Officer-In-Charge within the scope of the terms of contract.
- **18.** No Dues Certificate: Means the No Dues Certificate to be obtained from Advertisement Dept. about advertisement dues and to be submitted, by the working bidder of Department.

## 6. GENERAL CONDITIONS OF CONTRACT

- 1. Scope of Contract: This contract is for the grant of the right of displaying advertisements on the Banner Stands on the basis of yearly rentals.
- 2. The Bidder is to install and erect Banners only on the Banner Stand for the same at the particular and specified site. In case, the Bidder uses additional area, apart from that allowed, without the permission of the Department, than it may considered as a violation of the contractual terms and conditions and take suitable action as mentioned in the tender. The decision of Department in this regard will be final.
- **3.** Bidder shall incur all expenses related to erection. Under no circumstances Department shall bear any charges related to the maintenance of the Banner Stands.
- 4. Department owns, holds, legal, factual and de-jure possession of the concerned Banner Stands coupled with all the intangible rights in respect thereof. The possession and ownership of the Banner Stands will always be with the Department including on suspension, cessation, termination or completion of the contract. The Department shall grant a right of access to carry out the construction on behalf of the Department no additional Banner Stands shall be permitted.
- 5. Erection and Removal of Advertisements: The Bidder shall be entirely responsible for the erection/removal/display of advertisement Banner, as per the terms of the contract. In any case, if the Banner is required to be removed by Department then the Bidder shall arrange to remove the same with all material, so that no material is left on the Banner Stands and the Banner Stands comes in original state. No compensation shall be payable to the Bidder in this regard. If the Banner is not removed by the Bidder, it will be removed by the Department and cost of the removal will be recovered from the Bidder. If the cost of the removal is not deposited within a period of 7 days, then the Banner will be forfeited to the Department.
- 6. **Subletting:** The Bidder will not be allowed to sublet the allotted media to other interested parties without permission of Department.
- 7. Maintenance & Repair:
  - i The Bidder shall be responsible for the maintenance and repair of the Banner displayed by them to the satisfaction of Department and maintain as per the policy norms and submission of structural stability certificate and electrical certificate in case of illuminated Banner, every two years during the contract period and shall bear all the expenses and costs incurred thereto.
  - ii Accident & Damage: The Bidder shall be responsible for any loss or damage to the Banner Stand for any reason whatsoever, and shall make good the damage of loss at their own cost. If in any case, any accident occurs due to the Banner Stand, then the Bidder shall be responsible for rectifying the loss so caused. Under no circumstances Department shall be liable for such accidents.
  - iii The Bidder shall within three days on receiving the notice from the Engineer In-charge of Department make good the fault/fixing of the Banner to the satisfaction of Department at their own cost. In case, the Bidder fails to comply with the notice, the Engineer In-charge may proceed for removal of Banner and the cost of removable will be charged along with penalty, ground rent and license fee.

8. Permission from the concerned authorities: The Bidder shall be responsible to obtain all necessary permission (s) from related competent authority (ies) required for the display of the Banner.

#### 9. Objectionable Advertisement & Removal of Advertisement:

- i Objectionable advertisements like liquor, cigarettes etc. should not be displayed on thebanners and the decision of the Engineer In-charge shall be final and binding upon the Bidder.
   The unsightly / untidy / unsafe/ indecorous advertisements, advertisements interfering with any traffic control device, advertisements offending any law or religion or sense of public morality, or defamatory advertisement with the use of name or pictorial representation of national figure or emblem prohibited by law etc would normally be considered objectionable.
- ii If the Engineer In-charge feels that the advertisements are objectionable and requires its removal, then it must be removed within 72 hours of receiving any notice in this regard, failing which Department shall have every right to get the advertisement removed at the risk and cost of the Bidder. No claim for compensation for or arising out of such removal will be paid to the Bidder.
- iii The Bidder shall alone be liable for any action or proceedings taken by any person or authority in any way concerned with the display of the advertisements and the Bidder shall indemnify and keep indemnified Department from and against all such actions and proceedings and the cost and consequences thereof under this contract.

#### **10.** Compliance of Contract and observance of all rules and regulations:

- i. If the Bidder shall neglect or fail to comply with the contractual terms and conditions, Department may serve notice on the Bidder asking them to follow strictly the contract, and on their further neglect or failure to do so, cause the same to be done by the Department and recover the costs thereof from the Bidder without prejudice to any other right the Engineer In-charge may have on account of such defaults.
- ii. The Bidder shall be responsible for the observance of all Rules and Regulations of the Advertisement Policy approved or any amendments made hereafter from time to time by the Govt. or related Department. The Bidder shall indemnify and keep indemnified the Department from and against all such actions and proceedings and the cost and consequences thereof upon failure to meet any aforesaid Rule or Regulation.

#### 11. Bidder's Responsibility against all claims, Actions and Losses, etc:

i. The Bidder hereby bind themselves to indemnify the Department against all Claims, Actions, Losses, demands, costs, charges and expenses which the Department may incur or be put or which may arise by reason of the exercise of the right to display advertisements hereby granted including all claims or actions arising out of any advertisements being challenged or held to be libelous or defamatory any part thereof from any clause whatsoever and also for any claim made by any local authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under this contract.

- **ii.** The Department shall not be responsible for any damage, loss or injury caused to any person, property of the Department or to the third parties during the erection or removal of the advertisement Banner, or due to any other cause including electric shocks or breakage or blowing of the Banner ets. The Bidder alone shall be responsible and indemnify Department for any harm or injury directly or indirectly caused to the life or property.
- iii. If at any time during the period of the contract it shall become impossible by reason of strike, lockout, shortage of materials, war, fire, flood or any Governmental enactment or regulations or such other cause, beyond the control of Department to fulfill the Contract in accordance with the terms hereof, the Bidder shall have no claim whatsoever against the Department in respect of any inability or incapacity to fulfill the contract.

#### 12. Payment Terms:

- i. The Bidder shall pay to the Department the yearly rentals of ground rent quoted and approved by Department and also a license fee for an year, in addition to ground rent pay quarterly basis (Excluding GST and future taxes), which is already fixed from time to time by Department from the receipt of work order/ Agreement of tender for first year & prior to 15 days from commencement of the extended period of that year.
- **ii.** During the contract period, the Bidder shall not be entitled to claim any refund on rentals on the plea of the obstruction, if any, form either on account of execution of Department works or due to unforeseen circumstances or any other ground.
- iii. Any default in payment of the rentals by the Bidder as provided for above, besides other remedies open to Department under this contract and at law, the Bidder shall be required to pay to the Department interest @ 2% per month on the amount outstanding for the period from the due date of the payment as aforesaid, till the date the payment is actually received (both days inclusive) by the Department. If the payment is not made within one (1) month of it being due, then Department shall be at liberty to terminate the contract, and take suitable remedial measures as deemed fit, including forfeiture of Security Deposit and seizing of structure erected by Bidder.
- iv. In case, the Successful Bidder does not commence theContract and fail to pay the quarterly rent in advance as mentioned above, the Department shall be entitled to forfeit the Earnest Money or Security Deposit or both paid so by the Bidder and may also terminate the Contract, and take suitable remedial measures.
- v. The payment is to be made in the form of crossed and Account Payee Demand Draft, in favor of Office of the University Engineer, Dr. P.D.K.V., Akola.
- vi. The Bidder is to pay all the rentals, even for those periods when the Banner Stands remains idle/blank.
- 13. Insolvency of the Bidder or Non-Observance of the Obligations of the Contract on the part of the Bidder.
  - i. If the Bidder shall commit any act of insolvency or shall be adjudged insolvent or shall have an order for compulsory winding up made against them or pass and effective resolution for winding

up voluntarily or subject to the supervision of the court or if the Bidder shall suffer execution to be issued or shall suffer any payment under this contract to be attached or shall charge or encumber this contract or any payments due or which may become due to Department there under or compound with their creditors or if the Bidder fail to observe or perform any of the obligations, covenants or agreements on their part herein contained, it shall be lawful for the Department to cancel this contract without prejudice to the rights of Department to recover all sums due by any rentals or consideration under this contract and damages, it may incur in respect of any breach or default of the part of the Bidder.

#### 14. Bidder all Risk (CAR) Policy:

The Bidder shall take out CAR policy for the entire period of the contract jointly in the name of the Department and the Bidder. All amounts/charges towards premium etc., on this account shall be borne by the Bidder.

#### 15. Modification to sizes of BANNER :

- i. Department has a right to increase/decrease the size of the Banner.
- ii. The Bidder shall not alter the size of the Banner without the prior permission of Department. If it does so, then it shall be treated as breach of contract and Department may take suitable measures, including levy of penalty as per outdoor advertising policy i.e. fine which may extended up to 100/- per day of breach along with 2% per month interest or as per amended rates made from time to time in addition to ground rent and license fee as calculated will be charged till the payment is due.
- iii. The sizes of the Banner are fixed. Due to any specific reason or circumstance the Bidder may give a written request to Department of its desire to alter (increase) the size of the Banner. The University Engineer shall be the final deciding authority in this regard.
- iv. In case, Department accepts the request of the Bidder, the Bidder shall deposit with Department a proportionate increase in the Ground Rent and License feesas per its quotation before granting of permission for increase in the size of the Banner and within three days of being notified by Department of its intention to do so. In case offailure, Department shall revert back to the old size and follow the procedure as laid out in the contract agreement.
- v. The Bidder shall not club the Banner in any case. If it does so, it shall be treated as breach of contract and Department may take suitable measures including levy of penalty as per outdoor policy i.e. fine which may extend to Rs. 100/- per day, per effected Banner from the date of award of contract till the separation of Banner with 2% per month from the date of contract till the payment of amount. Bidder shall have to separates the Banner within a period of 7 days from the date of order, otherwise contract will be terminated.

#### 16. Notice of Termination of the Contract:

i. If during the period of the contract, Department has reason to be dis-satisfied with the Management and/or the representative of the Bidder, Department may by notice in writing call upon the Bidder to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the

Bidder shall fail for a period of one month after the receipt of such notice to remedy such causes of the dis-satisfaction to the satisfaction of Department then not withstanding anything contained in the Agreement to the contrary, Department shall be at liberty at any time thereafter to terminate this contract by giving the Bidder one month's notice in writing to expire at any time of its intention to terminate this contract and the contract shall on expiry of this notice stand cancelled but without prejudice to the rights of either party against the other in respect of any matter or thing antecedent to such cancellation.

- **ii.** If the Bidder withdraws or does not commence the contract and fail to pay the first revenue installment as per the letter of acceptance being the Successful Bidder, Department be at liberty to terminate this contract at any time and the same shall stand cancelled on the expiry of the date of notice, and the EMD or Security Deposit shall stand forfeited.
- iii. If the Bidder has committed any breach of any condition of the contract, or is deemed by law, unable to pay his debts as they fall due or defaults on the payment of his dues to the Department i.e. is adjudged insolvent, or being a company passes a resolution for the liquidation of its affairs, or assigns, transfers or sublets the contract without the written and prior approval of the Department then the Department may after giving 14 days notice to the Concessionaire, terminate the contract without releasing the Concessionaire from any of its obligations or liabilities under the contract, or affecting the rights and authorities conferred on the Department and may appoint some other Bidder for the completion of the contract.
- iv. Upon cancellation of the Contract, Department shall evaluate as per its norms, the amount of money to be recovered from the Bidder as compensation. Department may recover the same from the Security Deposit of the Successful Bidder or from any other payment made by the Successful Bidder under this contract or any other contract with Department including seizing of Banner material.

#### 17. Foreclosure of the Contract in full or part:

If at any time Department decides to withdraw all or some of the Banner spaces for any reason whatsoever and hence not require the all or some of the sites to be used for the purposes of advertisement, then Department shall be at liberty to terminate or suspend the contract even before the expiry of the contract period by giving one month's notice. In the event of foreclosure of the contract the Concessionaire shall not be entitled to claim any compensation due to abrupt termination of the contract and shall pay to Department rental payment for the period, the advertisement spaces were in due upto discontinuance.

# 18. Additional Conditions Applying to Advertisement Glow signs / BANNER Illuminated by Electricity:

- i. The electrical installation shall be erected and maintained by the Bidder including the efficient earthing of all the metallic parts in accordance with the provisions of the Indian Electricity Act and in accordance with the approved plan.
- ii. All external and internal wiring and fittings shall be carried out with the approved materials manufactured to the current Indian Standard Specifications/British Standard Specifications as

approved by the Engineer-in-Charge.

- **iii.** The electrical installation shall not be connected to the electric supply without the prior approval, in writing of Department and no addition or alternation shall be made to the electrical installation without prior approval from Department in writing.
- iv. The Department reserves the right to have the electrical installation inspected and tested at any time by their University Engineer and any defect noticed upon such inspections or reveling themselves on any other occasion shall forthwith be remedied by the Bidder to the satisfaction of the Engineer- in-Charge. In the event of the Bidder failing to rectify any defects as notified, within a reasonable time as specified by the Engineer-in-Charge, or in the event of any defects being noticed which in the sole opinion of the Engineer-in- Charge is likely to cause danger to any person, Department will disconnect forthwith the power supply to such Banner, without any further notice and claim for compensation being preferred by the Bidder on this account.
- v. In case of illuminated advertising Banner the difference in license fee as compared to the nonilluminated one, it to be borne by the Bidder. Such details of differences in license fee are available with Department. The Bidder shall take the permission for illumination of the Banner. If it is noticed that illumination is done without prior permission of Department then in that case, the Bidder shall have to pay the license fee @ of illumination from the date of award of contract and also a penalty equal to the amount of ground rent and license fee at illumination rate, for a year.
- 19. The Bidder shall take all the safety measure for the security of the Banner.
- 20. The Bidder ensures smooth progress of the contract and takes all steps in this regard.
- 21. Department has all its right to inspect the site erected/installed Banner by Bidder.
- **22.** The Bidder shall have full regard to the Safety, Security and protection of the environment, persons engaged on the project.
- 23. The Bidder shall at all times take proper care of the works and shall not at any time do, cause or permit any nuisance on site or do anything which shall cause any unnecessary disturbance or inconvenience to Department, its officers, or to the public generally. The Bidder shall be liable to make good the loss incurred to any third person due to him or its staff.
- 24. The Bidder shall indemnify and keep indemnified the Department against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of this contract, and against all claims, demand proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 25. The Bidder shall be entirely responsible for its staff, their payment and shall be responsible for all the acts, governmental rules and regulations, ESIC, PF Rules, other laws that govern them, etc. Department shall not be responsible for any such acts. The Bidder shall make good the loss and indemnify Department for any costs arising due to non-fulfillment of any such provisions.

- 26. All notices or instructions to be given to the Bidder by Department under the terms of this tender and the ensuing contract shall be sent by ordinary post, cable, telex, facsimile or any other means at the Bidder's last known address or sent to its authorized representative.
- 27. Any changes in the constitution of the firm of the Successful Bidder shall be notified to Department.

#### 28. Special Conditions for Advertising Rights of BANNER:

- **i.** If some Banner Stand is required to be constructed by the Bidder on proposed site it shall be approved by **the** Department before erecting the stand.
- ii. The Bidder has to adhere to the dimensions alignment and specifications as provided by the Department.
- iii. The Bidder shall construct and erect the Banner as per the approved structural design.
- iv. Time is the essence of this contract. Erection and installation of Banner are to be completed within a time period of 1 (one) month of receiving the allotment for first year. In case of the Bidder's inability to finish the construction of the Banner in time, without sufficient cause or reason, time period of the Banner would be considered as started from the 1st day after the completion of one month for the purposes of calculation of yearly rentals. For renewal period after a original period of 1 year or up-to survey work completion & new tender process start whichever is earlier. Question forgrant of time for installation does not arise and shall not be granted.
- v. In case of a genuine problem faced by the Bidder in getting the work done on time or due to any Force Majeure Clause and practical difficulties, an application may be made to Engineer In-charge of Department explaining the said reason with proof/evidence as asked for by the Department. Department reserves the right to accept or reject the application. The application may be accepted and relief may be granted solely on Department discretion for further one month only. But, if no application ismade within 15 (Fifteen) days after expiry of the said period of one month Department will not accept application for extension period. No claim for compensation in this regard shall be entertained by Department. The Department decision shall be final and bindingon the Bidder.
- vi. The Structural and/or other plans have to be submitted to Department for their prior approval before start of the Construction works. The Bidder shall bear all expenses for getting the NOC's wherever required from respective Department.
- vii. In case of any technical difficulty/unavoidable/unforeseen circumstances due to which the Banner cannot be displayed on the allotted site, the Department is not duty bound to provide another site to the Bidder and may cancel the license in which case Department has no obligation to pay any interest on any security or other deposit kept with the Department for the intervening period. But any such security deposit kept with Department shall be returned to the Bidder.
- viii. The Bidder shall obtain NOC (No Objection Certificate) from DCP, Traffic Police Dept., for illuminated Banner (s) all electricity Bills are to be paid by the Bidder for its usage.
- ix. The offers will be considered only for the Banner proposed by the Department as per list.

- x. In case any Banner identified by the Department is not found feasible to be erected due to some genuine reason to the satisfaction of the Engineer-in-Charge, then the Bidder is at liberty to ask for different location available either get the Banner Stand deleted entirely from the contract and get the relaxation in the yearly rentals or choose from alternative sites, which are not included in the tendered list.
- xi. Increase in Ground Rent every year will be borne by the Bidder.
- xii. Brief Structural Specification of Banner: The Banner should be of Mild Steel OR Galvanized Iron of which the design shall be prepared by the structural Engineer. The Bidder should submit the structural design to the Engineer In-charge for approval. Substandard Banner, not meeting to Department set Standards shall be summarily rejected. In such case, Department may require the Banner Stand to be replaced at the risk and cost of the Bidder. Failure to comply with structural design requirements may lead to contract termination and forfeiture of Security Deposit along with seizing of structure erected by Bidder.
- xiii. The Bidder shall ensure that the Banner Stand is aesthetically designed and maintained at all times.
- **xiv.** The list of the locations of various Banner Stand is given in Annexure III. Any doubts can be clarified by personal consultation with the Engineer In-charge of Department.
- xv. Any default committed by Bidder with the term and condition of contract or Outdoor Advertising Policy norms Bidder will be liable for termination of contract and forfeiture of security deposit along with seizing of structure erected by Bidder.
- xvi. If due to any reason, the period of Five years of the contract is extended, then in that case, the Bidder shall have to pay the amount of ground rent and license fee, as decided by the Department for extended period beyond Five years.
- **xvii.** If for any reason, the agreement is not executed; in that case the terms and conditions of this tender shall be binding on the bidder, treating this tender as agreement.

## ANEXXURE – I STATEMENT OF EVALUATION METHOD

#### A) PROVEN PAST EXPERIENCE (40 Point)

 Company / Firm / Entrepreneur doing a similar type of business i.e.; owing or managing Outdoor Advertising Media of any type or advertisement of any other media.

Criteria	Score
(I) For last 5 years and Above	20 points
<ul><li>(II) For less than 5 years but More than 2 years</li></ul>	15 points
(III) For less than 2 years	10 points

Score 20 points

Note: Attach attested copy of agreement /license Receipt /any supported document which proof, the bidder doing the similar type of business for following years mention above.

2. Having successfully completed, without defaulting a tenure of at least 2 years as a Bidders/license holder of Outdoor Advertising Media of any Govt. or Semi-Govt. body or advertising of any other media.

Score 20 points

Note : Attach attested copy of receipt of payment made in concern to Outdoor Advertising Media to any Govt. or Semi-Govt. body i.e. receipt of ground rent /license fee/other charges related to Outdoor advertising Media.

#### (B) FOR ESTABLISHMENT (20 Points)

1. Proof of doing business related to any Advertising Media for at least last three years.

#### Score 10 points

Note : Attach attested copy of Business Address proof i.e; electricity bill/telephone bill/office rent receipt along with rent agreement/receipt of property tax, property of sale deed/lease deed/any other supportive documents which proves the business is conducted for last three years. Attach attested copy of G.S,T. Registration No., in the period of 2016-2017.

 Payment made regarding license fee /ground rent /other charges related to Outdoor Advertising Media in Municipal Corporation/ NIT/ PWD / National Highway / Defence / Railway / Airport Authority of India / MSRTC / any other Govt. or Semi-Govt. authorized in India.

#### Score 10 points

Note: Attach attested copy of supportive document mention above.

#### (C) FINANCIAL STRENGTH OF PARTY (40 Points)

 Total net worth of the company / firm / entrepreneur including the net worth of Group of Directors / Group of Partners / Individual (as case may be) of the concern which has participated in the tender.

<ul> <li>(i) Total net worth more than 20 points</li> <li>25% of the amount quoted in tender.</li> <li>(ii) Total net worth less than 15 points</li> <li>25% but more than 10% of</li> </ul>
in tender. (ii) Total net worth less than 15 points 25% but more than 10% of
<ul><li>(ii) Total net worth less than 15 points</li><li>25% but more than 10% of</li></ul>
25% but more than 10% of
25% but more than 10% of
.1 1
the amount quoted
in tender.
(iii) Total net worth less than 10 points
10% but more than 5% of
the amount quoted in tender
(iv) Total net worth less than 5 points
5% but equal to the amount
quoted in tender.

Note: Chartered Accountant shall certify total net worth and supportive document shall be certified by gazette Govt. officer.

2. Turnover over of a company/firm/entrepreneur including turnover of group of directors / groups of partners / individual (as case may be) of the concern which has participated in the tender.

Criteria	Score
(i) Average 3 year Turnover	20 Points
more than 150% of the	
amount quoted in tender.	
(ii) Average 3 year Turnover	15 Points
less than 150% but more than	
100% of the amount quoted	
in tender.	
(iii) Average 3 year Turnover less	10 Points
than 100% but more than 75%	
of the amount quoted	
in tender.	
(iv) Average 3 year Turnover less	5 Points
than 75% but more than 50%	
of the amount quoted	
in tender.	

Note : Turnover shall be certified by Chartered Accountant and supportive document shall be certified by Gazette Govt. Officer.

Note : Bidder will have right of claim above points only if supportive document attach are genuine and certified by the Gazette Officer.

#### ANNEXURE-II

#### **BANNER STAND NO.S, SIZE & OFFSET VALUE**

Sr. No.	Description	Offset value of ground rent Rs. Per Year
14 BANNER STANDS OF University in Nagpur City	<b>Rs. 11,52,000/-</b> (Rs. Eleven Lac Fifty Two Thousand Only)	
	e e	(for one banner Rs. 30/-+ GST per Sq. ft)

 Bidder has to quote the ground rent for one year (Excluding GST and future taxes), on offset value calculated by Department Contract may be extendable or renewable up to next 4 years on discretion of University Engineer, Dr. P.D.K.V., Akola with Minimum increment on the amount for groundrent by the Bidder i.e.:

For second Year	10% Increment on amount for ground rent i.e. Quoted Amount
	X 1.10
For third Year	20% Increment on amount for ground rent i.e. Quoted Amount X 1.20
For Fourth Year	30% Increment on amount for ground rent i.e. Quoted Amount X 1.30
For Fifth Year	40% Increment on amount for ground rent i.e. Quoted Amount X 1.40

Right to extend the period after 1<sup>st</sup> year are with Department and Department will inform the Bidder time to time.

- 2) Bidder has to offer revenue in bid form part B separately.
- 3) Failure to quote the bid at the space provided for the same in bid form B, shall make the tender liable for rejection.

Seal & Signature of Bidder

Encl : Above

Date: -

#### **ANNEXURE-III**

## LIST OF BANNER STAND

SR. NO.	LOCATION NAME	SIZE OF BANNER (Sq.ft)	NO. OF BANNER
1	Main Gate College Side	20 X 10	1
2	Main Gate Maharajbag Zoo Side	20 X 10	1
3	VIP T-Point	30 X 10	2
4	Alankar Chowk	20 X 10	1
5	Eternity Mall Square	20 X 10	1
6	Opp. Patrakar Sahniwas near Chemistry Department	30 X 10	1
7	Chemistry Department near Bhau Saheb Statue	20 X 10	2
8	Mali Training Center	20 X 10	1
9	Behind Maharajbag Zoo Side	30 X 10	1
10	Library Building Side	20 X 10	1
11	Agronomy Department Side	20 X 10	2
	Total	3200 Sq. ft	14

## ANNEXURE-IV THE OUTDOOR ADVERTISING POLICY, \_\_\_\_\_. SCHEDULE OF RATES w.e.f. \_\_\_\_\_

Sr. No.	Description		Scale of fees Per Month	Rate
1	Advertisement fixed suspended in streets footpaths	or or	For a space up to 1 Sq. ft	30 + GST
			For every additional 1 sq. ft or less.	30 + GST

#### NOTE :-

The above said rates are basic rates, of license fee of various advertising media.

Fine: - Whoever commits a breach shall be punishable: With fine of Rs. 500/- for every day during which the breach continues after receipt of notice from the University Engineer, Dr. P.D.K.V., Akola to discontinue such breach. In case of pending dues towards license fee as per the above schedule, 2% per month interest will be imposed on balance amount. Also time to time policy of Office of the University Engineer, Dr. P.D.K.V., Akola regarding fine, interest etc. shall be binding on Bidder.

## FORMAT NO: 1 NO DUES CERTIFICATE

This is to certify that M/S. ..... is a previous Tenderer/Permit holder/License holder / New Agency about the work of advertising rights at \_\_\_\_\_\_ of \_\_\_\_\_. He has paid all the dues of advertisement work up to dated \_\_\_\_\_\_ 2021.

Akola-

Dated -

## FORMAT NO: 2

#### **ORGANISATION DETAILS**

Name of Application:

Sr. No.	Particulars	Submission
1	Name of the application	
2	Head office address Telephone No. Fax, E-mail	
3	Branch / Local office address Telephone No., Fax, E-mail	
4	<ul> <li>Type of Organization</li> <li>a. Sole Proprietorship</li> <li>b. Partnership firm</li> <li>c. Company (Private / Public Ltd.)</li> </ul>	
5	Description of Applicant (e.g. Advertising Agency, General)	
6	Name (s) and addresses of Contact persons and their position in the company	

Note:

- 1. Separate sheet may be used whenever required.
- 2. Document submissions are required to be attached to certify the above submissions and statements made.

## FORMAT NO: 3 INFORMATION REGARDING CURRENT LITIGATION. (STRIKE OUT WHICHEVER IS NOT APPLICABLE)

Name of Applicant:

Sr. No		Particulars	Status
1	a.	Is the applicant currently involved in any litigation relating to its contract work	Yes / No
	b.	If yes, give details	
2	a. b.	Has the applicant or any of its constituent partners been debarred/expelled by any agency in India during last five years If yes, give details	Yes / No
3	a. b.	Has the Applicant or any of its Constituent partners failed to perform on any contract work in India During the last five years If yes, give details	Yes / No

Note:

- 1. Separate sheet are to be used for each partner of the Joint Venture
- 2. If any information in this Format is found to be incorrect or concealed the bid will be liable to be rejected.

#### **BID FORM-PART A**

1. Name & Full Address of the Firm:(in Block Letters)

Tel.No:	Fax No.:	

- Company / Firm / Entrepreneur doing a similar type of business i.e.; owing or managing Outdoor Advertising Media of any type.
  - (i) For last 5 years and above
  - (ii) For less than 5 years

Tick any one whichever is applicable.

Note: Attach attested copy of agreement /license Receipt /any supported document which proof, the bidder doing the similar type of business for following years mention above.

3. Having successfully completed, without defaulting a tenure of at least 2 years as a concessionary/license holder of Outdoor Advertising Media of any Govt. or Semi-Govt. body

NOT APPLICABLE

Tick any one whichever is applicable

Note: Attach attested copy of receipt of payment made in concern to Outdoor Advertising Media to any Govt. Or Semi-Govt. body i.e; receipt of ground rent /license fee/other charges related to Outdoor advertising Media

4. Proof of doing business in

related to any Advertising Media for at least three years.



Tick any one whichever is applicable.

Note: Attach attested copy of Business Address proof i.e. electricity bill/telephone bill/office rent receipt along with rent agreement/receipt of property tax copy of sale deed/lease deed/any other supportive documents which proves the business is conducted locally. Attach attested copy of G.S.T. Registration No.

 Payment made regarding license fee /ground rent /other charges related to Outdoor Advertising Media in Nagpur City to \_\_\_\_\_ / NIT/ PWD / National Highway / Defense / Railway / Airport Authority of India / MSRTC / any other Govt. or Semi-Govt. organization in the Nagpur region.



Tick any one whichever is applicable.

Note: Attach attested copy of supportive document mention above.

Total net worth of the company / firm / entrepreneur including the net worth of Group of Directors
 / Group of Partners / Individual (as case may be) of the concern which has participated in the tender.

Sr. No	Particulars	Year 2021-2022
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liability	
5.	Net Worth (1) – (3)	

Figure	in	Rs.	Lacs
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Note: Chartered Accountant shall certify total net worth and supportive document shall be certified by gazetted Govt. officer.

7. Turnover over of a company/firm/entrepreneur including turnover of group of directors / groups of partners / individual (as case may be) of the concern which has participated in the tender.

Year	Year 2018-2019	Year 2019-2020	Year 2020-2021
Total Turn Over			

Figure in Rs. Lacs

Average Last Three-Year Turnover

Note: Turnover shall be certified by Chartered Accountant and supportive document shall be certified by Gazetted Govt. Officer.

- 8. Any other information which the Bidder may have to offer :( Please Attach).
- 9. Details of Earnest Money Deposit
- 10. Group no. of ADVERTISEMENT BOARDS and other Advertising Media for which financial bid is made (attach separate document without any financial codes mentioned).
- 11. Attach No Due Certificate or Provisional Eligibility Certificate. However for Provisional Eligible Certificate, the issue shall be decided on the basis of merits and standing orders.

Enclosure: -

Note: Bidder will have right of claim above points only if supportive document attached are genuine and certified by the Gazetted Officer.

#### **BID FORM-PART B**

I, hereby M/s.\_\_\_\_\_

quoted charges for Advertising rights for out-door advertising media on various banner stands at fixed locations and sites for purposeful and lawful advertising for the Dr. P.D.K.V., Akola (here in before and here in after referred to as University) of the work in figures\_\_\_\_\_+G.S.T as well as in words (Rs.\_\_\_\_\_) + G.S.T of the estimated cost of Tender and as per the above mentioned terms & condition.

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