

Tender (QCBS) Document

For

Advertisement space available at State of the Art Urban Restroom Complex, near to Jawaharlal Nehru Garden, Athwa Zone, Surat for Advertising Agency.



Gujarat CSR Authority,

Government of Gujarat

Address: 3 rd Floor, GSFC Building, Opp. Drive in Cinema,
Behind Reliance Mart, Bodakdev, Ahmedabad- 380054

Phone: 079-40192052

August, 2018

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Sr.No.	Description	Information
1	Reference no. of Tender Document	GCSRA/TENDERS/09/2018-19
2	Date of issue/sale of tender document	20/08/2018
3	Last date & time for submission of bids	05/09/2018
4	Date & time of opening of technical bids	07/09/2018
5	Opening of Financial Bids	10/09/2018
6	Earnest Money Deposit (EMD) & Tender Fee in the form of Demand draft/ Bankers Cheque.	EMD: Rs.10,000/- (Rs. Ten thousand only) Tender Fee: Rs.1,000/- (Rs. One thousand only/-) through Demand Draft in favor of "GCSRA Health & Sanitation Fund"
7	Initial Security Deposit @10% on annual rent	To be paid by the success full bidder within 15 days of issue of LOI.[After adjusting EMD]
8	Contact Person for queries (between 10.30 AM to 16.30 hrs on working days only)	Mr. Chirag Vyas & Mr. A L Patel (079-40192052)
9	Address for Bid Submission	3 rd Floor, GSFC Building, Opp. Drive in Cinema, Behind Reliance Mart, Bodakdev, Ahmedabad- 380054

Letter of Invitation for Tender Document

No. GCSRA/CEO/2018

Date: 20/08/2018

Dear Sir/ Madam,

Gujarat CSR Authority, Govt. of Gujarat invites sealed Tender Bid from the agencies to hire the identified spaces/area for the advertisement work of the State of The Art Urban Restroom Complex (Community Toilet block) at Surat

The Tender Bid document containing the details of Eligibility, brief scope of work and method of evaluation etc. is enclosed. The Tender document is also available on the GCSRA website (www.gcsra.org).

You are requested to submit your responses in the sealed envelope in the prescribed format addressing below latest by 05/09/2018

Chief Executive Officer,

Gujarat CSR Authority,
Government of Gujarat,
3rd Floor, GSFC Building, Opp. Drive-in Cinema,
Behind Reliance Mart, Bodakdev, Ahmedabad – 380054

Queries (if any) may be referred to the Gujarat CSR Authority, Ahmedabad through email to coo@gcsra.org/ coogcsra@gujarat.gov.in or chiraggcsra@gujarat.gov.in

Sr. No.	Particulars	Date
1	Publication of Tender	20/08/2018
2	Start date for downloading the Tender document from GCSRA website and n procure website	20/08/2018
3	Tender Bid submission closing	05/09/2018
4	Technical Bid opening	07/09/2018

Yours Sincerely,

Chief Executive Officer,
Gujarat CSR Authority

Encl: Tender Document

Please Note: Corrigendum, if any, will be hosted on website only, before the last date of submission. Hence bidders are requested to visit the website regularly. For eligibility criteria and other details please log on to www.gcsra.org

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I. Background Information

Gujarat CSR Authority (GCSRA) was established in April, 2015 under the administrative control of the Industries and Mines Department (IMD), Government of Gujarat. The Authority is operative throughout the state of Gujarat and the Honorable Chief Minister of Gujarat, is the Chairperson of GCSRA's are as follows:

The mission of GCSRA is to catalyze sustainable growth by creating an enabling environment for the corporate sector to work in partnership with the Government, Non-Government, and Civil Society Organizations, as well as Community Organizations in the field of Corporate Social Responsibility. The thrust areas of GCSRA are as follows:

- Addressing the issue of Malnutrition;
- Improving access of poor to low cost diagnostic health care;
- Construction of [state-of – art restroom Complex having](#) community Toilet blocks under Swachh Bharat Abhiyan;
- Skilling for Livelihood; and
- Promotion of Entrepreneurship and Innovation

Under the thrust area of Construction of Community Toilets under Swachh Bharat Abhiyan, GCSRA is in the process to create benchmark model of the community toilet block in the state. GCSRA's Public Toilets Project seeks to create a model where it is possible to establish a blueprint for cleanliness and user-friendly facilities in all public toilet complexes it creates. It seeks to replace leaky taps and misused WCs with sensor based hands- free alternatives. Instead of making cleanliness in public toilets an unpleasant and labour intense experience, it seeks to design these facilities as practical and aesthetic spaces so that the public itself comes to care for them. After all, few abuse the fine toilets in leading hotels. The public toilets will be conceived as getaways where users can retire to take care of their grooming needs, rather than as an amenity through which they quickly want to duck in and out of.

These public toilets will be ultra- convenient stops where people can refresh themselves, have ready access to grooming and personal hygiene products and can even power up their smart phones or enjoy a cup of tea if they so desire. These toilet blocks maintenance will be carried out by the cleaning agency and cleaning standard will be like the 5-star hotel standards.

With this background, GCSRA has constructed the state of the art urban restroom complex at Jawaharlal Naheru Garden, South West Zone, Surat and 2-3 more toilet blocks will be constructed in this year. GCSRA invites Proposal from the advertising agencies for this constructed restroom complex.

II. Scope of work

The proposed project of Gujarat CSR Authority is to promote excellence in providing high quality of neat & clean State- of- the- Art Urban Restroom Complex to the community with associated facilities like ladies and gents toilet blocks, Baby care rooms, and Handicap Toilet Block, bathrooms, waiting/sitting arrangement in a pleasant reception area, drinking water,

vending machine for paper napkins & sanitary napkins, soap dispenser, newspapers/ magazines, shoe polishing machine, luggage room/ Pantry, bath & saving kits with towels, napkins, sanitation kit, kit for travelers, etc.

The cleanliness level shall be of Air Port/ Five Star hotels. The organization intends to maintain its complex neat and clean and thus providing a pleasant conducive environment to the community who uses the facilities created under Urban Restroom Complex.

GCSRA has designed these toilet blocks in such a way that, the all walls of the toilet blocks inside as well as outside can use for the advertisement and the terrace space will also be available for the advertisement. The 3-D image of this toilet block is at **annexure A** for your references.

GCSRA will not be providing any fixtures and material/tools/equipments related to the hoardings or advertisement. GCSRA will provide only space for the advertisement and agency has to install their own hoardings/advertisement infrastructure.

III. SCOPE OF CONTRACT FOR INDOOR-OUTDOOR ADVERTISEMENT RIGHTS:

1. The selected bidder shall have exclusive rights of the hoardings manage, operate, maintain, market and sell advertising open space at the identified space for the complex subject to the terms and conditions specified in the tender document as per details attached at **Annexure-1** on **"As is and whereis"** basis giving full compliance to technical parameters of Advertisement laws of the Surat Municipal corporation or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.
2. The advertising rights for the identified space shall vest with the successful bidder. Any person who wishes to advertise at this complex will deal directly with the selected bidder and will have no dealing with the GCSRA or make any claim on the GCSRA for omission or commission etc of the successful bidder.
3. Successful bidder shall be responsible for the following activities:-
 - To obtain license/permission for advertisement structure from the respective department.
 - Cost of design the structure and approved by the licensed engineer.
 - Cost of foundation for the setting up the advertisement structure
 - Cost of advertisement structure
 - Cost of advertisement boards/Hoardings
 - Safety of the structure against wind load, and lightening. Etc.,
 - Cost of License fees, Cost of Electricity, SMC charges and any other charges which are connected to the Advertisement will be borne by the Licensee.
 - Personnel insurance in case of any disaster/injury because of hoardings
4. The rate quoted by the Licensee considering all the above expenditures, obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of Government, statutory, local, civic authorities, etc. at its own cost for commercial use of advertisement space. Comply with all statutory requirements in connection with contract/License Agreement.

- a. Operate, manage and maintain the entire advertisement plans.
 - b. Execute the entire advertisement plans through own staff and operate and manage selling & marketing of the advertising space.
 - c. Maintain all the display in proper and neat and clean condition and in safe & sound manner for the full currency of the contract.
 - d. **Safety of the labour during erection of hoardings/advertisement panels is rest with the licensee.**
4. Ensure regular and timely payments of all amounts to GCSRA and discharge all obligations as per contract/License Agreement.
 5. Payment of all statutory taxes, local levies, statutory dues, etc as and when due, to Electricity companies and other regulatory bodies. Service tax on advertisement shall be payable as applicable by the successful bidder.

IV. Eligibility Criteria:

- The bidder shall be a Company registered under the Companies Act or a Partnership registered under the Indian Partnership Act for the last three years, and inter-alia should be in the business of outdoor advertising in India.

License Experience:

- The Bidder should possess the valid SMC license issued for Advertising. The Bidder shall have minimum experience of three (3) years in the field of licensing of outdoor media signage within India. (i.e. pole ads, bill boards, bus shelters, airport/ railway advertising or any other similar media.)

B] Advertising clients:

- The Bidder should have successfully executed at least three (3) orders from different advertising clients worth minimum of Rs 10.00 Lakh each every year for the last three financial years (year 2015-16, 2016-17, 2017-18).

C] Income Tax Returns:

- The Income Tax returns for the last three financial years (year 2015-16, 2016-17, 2017-18) for advertisement.

D Black Listed firms:

The Bidder should abide by the Advertisement laws of SMC. Any Bidder, who has been black listed by SMC, would not be eligible to submit the tender. The Bidder should not have been blacklisted by Government of Gujarat, any municipal corporation or any other state Government or its Public Sector undertakings or by any Government bodies for any reasons whatsoever including corrupt or fraudulent practices or for unfair trade practices

E) Turn Over:

- Annual average turnover of at least Rs. 20.00 Lakh (Rs. Twenty Lakh) every year in the last Three YEARS ending 31st March of previous financial year as per the audited annual report and balance sheet statements certified by the Statutory Auditor. (year 2015-16, 2016-17, 2017-18). Minimum cumulative turnover for the last three years should be Rs 50.00 Lakh as on March 2018 as per the last three audited financial accounts of the bidding firm.

F) NET WORTH:

- The Bidder-(in case of single entity) should have Minimum Net worth of Rs 30.00 Lakh as at the end of the latest financial year
1. Bidder (in case of single entity) as the case may be should be profit-making concerns for 2 years out of the least 3 years.
 2. The Financial Capabilities should be demonstrated by the Bidder through proper documentary evidence like IT Returns and CA certification etc., to the satisfaction of SMC

V. EARNEST MONEY DEPOSIT (EMD):

1. Bidders shall submit, along with their Bids, EMD of Rs.**10,000.00**. (Rupees Ten thousand only.)in the form of a Demand Draft of any Scheduled /Commercial Bank, in favour of " GCSRA Health & Sanitation fund" payable at Ahmedabad. EMD in any other form shall not be entertained. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD. Tenders without earnest money deposit or in any other form shall be summarily rejected.
2. The earnest money of the successful tenderer will be adjusted against the interest free security deposit. However, earnest money of successful tenderer who fails to honour the offer made to the Directorate as per tender submitted by him shall be forfeited.
3. The Earnest Money given by all the tenderers except the highest tenderer will be refunded within 15 days from the date of Commercial bid opening
4. **The EMD may be forfeited:** If a Bidder withdraws his bid or decreases his quoted prices during the period of bid validity or its extended period if any OR If the successful bidder fails to submit the interest free security deposit/performance guarantee or sign the contract within specified time or found involved in any fraudulent or unethical practices.
5. **No EMD exemption:** No bidder is exempted from submitting the EMD for this tender.

VI. SUBMISSION OF BIDS:

Bidders are advised to visit the site of Urban Restroom complex at Jawahral Nehru Garden, Athwa Zone, Surat for which they are tendering to assess the work to be executed

and the revenue realization expected from advertisement on the location. It is presumed that the bidders have quoted with the full knowledge of the work to be carried out and other obligations the tenderer should discharge. No correspondence in this behalf will be entertained

1. The bids shall be unconditional, firm and valid for at least 90 calendar days from the **last** date of submission of the bid. [Note: Any tenderer withdrawing or amending his tender within this period shall have to forfeit his earnest money to GCSRA].
2. The bidders shall submit their bids in two sealed parts namely, "**Technical bid**" and "**Financial bid**", marked as such along with the bidder's name, strictly in the format given in this document. The hardcopy of the technical proposal should be in a single sealed envelope, clearly marked as "Technical Proposal from Bidder Name". The hardcopy of the financial proposal should be in a separate sealed envelope, clearly marked as "Financial Proposal from Bidder Name".
3. Both the above envelopes should be submitted in a separate sealed envelope clearly marked as "**Tender for allotment of space at Restroom Complex, Surat for advertisement and Exclusive outdoor-indoor advertisement rights for display**". The bidder must give its name and address on the envelope.
4. Each page of the Bid document shall be serially numbered and also total number of pages shall be indicated on each page. E.g. 1/8, 2/8, 3/8. etc.
5. All pages of the Bid documents along with supporting documents shall be signed by the authorized person.
6. Any proposal received by GCSRA, after the last date and time of submission of bids shall be rejected.
7. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. GCSRA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject shall be entertained. Only complete bid document, received on application due date within the scheduled time shall be taken as valid. Applications received without due bid security amount and tender cost shall be summarily rejected.
8. For interpretation of any clause of this tender, the decision of GCSRA would be final and binding on the bidder.

VII. LAST DATE & PLACE OF SUBMISSION OF BIDS:

1. Bids complete in all respects may be submitted to the CEO, GCSRA, Ahmedabad Gujarat CSR Authority, 3rd Floor, GSFC TOWERS, opp. Drive In Cinema, B/h Reliance Mart, Bodakdev, Ahmedabad- 380054 latest by last date of submission given in the table titled as "**Important Information**" of this tender document. Bids received after due date & time shall not be considered.

Bids submitted through post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the bidder.

2. The completed bids shall be accepted only up to the date and time as specified. The bidders shall furnish the information strictly as per the formats given in the tender documents without any ambiguity. The GCSRA shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in a lack of clarity in the interpretation and consequent disqualification of its Bid. The Bidder has to submit the Cost of Bid Document and Bid Security (EMD) in Original on or before due date and time of submission of Bid, failing which Bid shall be summarily rejected.

VIII. **OPENING OF BIDS:**

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

shall be in writing or through email. However, no unsolicited post bid clarification at the initiative of the bidder shall be entertained.

IX. BID DOCUMENTS FOR EVALUATION PROCESS:

A. Documents required for technical Bid:

1. Copy of incorporation/registration of company under Indian Companies Act and copy of the valid registration certificate as advertising agency issued by the competent authority.
2. Sales tax clearance certificate, PAN together with copy of trade license, registration of GST etc.
3. Copy of the duly audited balance sheet & profit & loss a/c. for the last three financial years.
4. Undertaking to be given on company's/ firm's letter head bearing company seal and duly signed by authorized representative, of two successful contracts to its credit for running outdoor advertisement business during last 3 years as per Advertisement Bye-laws or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time with certificates from its clients in following format;
 - Name, Address, telephone & fax no.of the contact person of the firm/company.
 - Undertaking by bidder on their letter head bearing company seal for not Blacklisted or debarred by Govt./PSU from participating in tendering process.
 - Demand Draft for Rs. **10,000/-** towards EMD in favour of " GCSRA Health & Sanitation Fund" payable at Ahmedabad.
 - **Tender Fees:** Demand Draft/ Pay Order for Rs.**1000.00 [Rupees one thousand only]** towards the cost of tender document in favour of GCSRA Health & Sanitation Fund payable payable at Ahmedabad (applicable in case of downloaded tender document).
5. All communications/documents submitted with the bid including a copy of this tender and the bid documents duly signed on each page by the authorized representative of the bidder.
6. Power of Attorney to the person authorized for signing the bid for his tender[Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and when it is so required the same should be under common seal affixed in accordance with the required procedure. It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.

7. All relevant documents required as evidence of meeting technical evaluation criteria and other criteria mentioned anywhere in tender document.
8. The bidder is free to submit any additional information which may be relevant for evaluation of the tender.

B. Documents required for Financial bid:

- i. The financial bid should be furnished in the format at **Annexure-5**, clearly indicating the financial offer in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- ii. The bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. GCSRA shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

X. EVALUATION PROCEDURE:

Selection of the bidder(s) will be based on technical and financial evaluation of the bid. The evaluation will be in two stages i.e. technical and financial. The weightage of the technical bid is 20% and the financial is 80%.The evaluation will be carried out by the following QCBS method:

A. Overview of evaluation procedure:

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

- Parameters and Procedure of Evaluation:

The Bids will be evaluated on a quality and cost based selection (QCBS) basis. The proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights {T = the weight given to the Technical Proposal = 20%; P = the weight given to the Financial Proposal = 80%; T+ P =100%} using the formula: $S = St \times T\% + Sf \times P\%$

Bidders must note that- (i) The Client is not bound in any manner to select any of the bidders submitting proposals or to select the bidder offering the lower price.

- i. The bidder achieving the highest combined technical and financial scores (S) will get the highest rank, followed by others. The firm obtaining the highest number of points will be invited for contract negotiations, with a view to clarify any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign the Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

1. The assessment of bidders' eligibility criteria.

2. Financial bids of only those bidders will be opened whose bids have been technically found suitable.
3. GCSRA shall open financial Bids of all Tenderers who have submitted substantially responsive technical tenders, in the presence of tenderer's representatives who choose to attend at the address, date and time informed / specified by GCSRA.
4. In case two or more bids are of the same scores in such cases, licensees will be asked to submit the sealed revised offer. The highest tender shall be decided on the basis of revised offer.
5. If the revised offer amount to two more contractors received in revised offer is again found to be equal, the highest bidder among such contractor shall be decided by draw of lots in the presence of bidders.
6. The evaluation and assessment for the selection of the Bidder(s) shall be based on the technical evaluation and Monthly License Fee quoted by the Bidders. The Bidder, getting the highest score **will be considered**.
7. From the time the Proposals are opened to the time the Contract is awarded, the bidder should not contact GCSRA on any matter related to its Technical and/or Financial Proposal. Any effort by a bidder to influence GCSRA in the examination, evaluation, and recommendation for award of Contract may result in the rejection of its bid.
8. Conditional tenders shall be out rightly rejected
9. For any query from Applicants, GCSRA reserves the right not to offer clarifications on any issue raised in a query or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date. No extension of any deadline will be granted on that count or grounds that GCSRA have not responded to any query or not provided any clarification. Applicants may clearly note the date and time of submission of bid for this tender. No late or delayed Tender will be accepted. However GCSRA may ask for any supplementary information, if deemed so after opening of bids.
10. Applicants are advised that the selection process will be entirely at the discretion of GCSRA.

B. AWARD OF CONTRACT:

1. After evaluation of bids, Letter of Intent (the "LOI")/Work order shall be issued by GCSRA to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOI/Work order submit the Letter of Acceptance (LoA) in acknowledgement and unconditional acceptance thereof along with "Interest Free Security Deposit"
2. **Initial Security Deposit of 10% of annual rent of first year after adjusting EMD and "Advance License Fee for 1stquarter without consideration of Interest" to be paid within fifteen days of LOI/work order [along with LOA].** In the event, the LOA duly signed by the Selected Bidder is not received by the stipulated date, GCSRA may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOI.
3. After submission of LOA along with "Interest free security deposit" and "Advance License Fee of One quarter", advertising **space** shall be handed over to Licensee within 10 days from the date of receipt of payment and Letter of Award will be issued to the

selected bidder on **"as is where is basis"** on the terms and conditions hereunder contained in this tender document.

4. The contract/License Agreement shall be executed within 30 days after handing over of the licensed space. Payment of stamp duty on agreement, if any, to be executed in pursuance of this bid shall be borne by successful bidder. The contract period shall commence from the 31st day from the date of handing over of advertising Space.
 5. After issue of Letter of Award and handing over of advertisement **vacant** space, the list of the selected identified area for advertisement where the licensee shall have Exclusive Outdoor Advertisement Rights immediately after issue of Letter of Acceptance (LOA) is given in **Annexure-1**.
 6. Selected bidder will use the period of 30 days as **fitment period** effective from the date of handing over of the advertisement space during which bidder can complete all necessary work required for **erecting hoarding**, advertisement operation (including electric connection etc.) No Fee will be charged by for this Fitment period. However, agency will be liable for license fee from **the 31st day of** handing over of advertisement space irrespective of whether they are able to utilize the advertisement for commercial purpose or not.
 7. License/contract shall be in effect from the 31st day from date of handing over of advertisement space for the period of one year.
 8. Selected bidder shall perform the obligations and exercise the rights under the contract/License Agreement within the period prescribed in document. The Selected Bidder shall not be entitled to seek any deviation, modification or **amendment** in the contract/License Agreement.
 9. The successful bidder agrees voluntarily and unequivocally not to seek any claim, damages, compensation or any other consideration whatsoever, on account of delay in approval by GCSRA nor engage in any form of correspondence in this regard.
 10. License Fee shall along with other dues shall be payable in advance by the Licensee to GCSRA on quarterly basis before the commencement of respective quarter.
 11. All advertisements are subject to full compliance to technical Parameters of the Advertisement Bye-laws SMC or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.
 12. Access to premises for the purpose of placement of advertisements only.
- C. TENURE OF LICENSE AGREEMENT:** 03 year and extendable to two more year on the basis of work performed. Escalation of 10% every year.

1. License shall come in effect from 31st day from the date of handing over of advertisement space to the agency for a period of **three (03) year starting from the commencement date of license agreement.**
2. GCSRA shall have the right to examine/review the license agreement to evaluate the performance of the licensee at the end of each year of the license. GCSRA reserves the right to cancel the license for the remaining period if the performance is found unsatisfactory forfeiting the interest free security deposit in its favour.
3. Partial surrender of contract/License agreement shall not be allowed.

D. PAYMENT TERMS AND CONDITIONS:

1. Contract/License shall come in effect after 30 days from the date of handing over of advertisement space and License fee shall be charged from the date of commencement of license till the termination/ completion of agreement. The Licensee shall have to complete his development/ refurbishment etc in all respects within this specified fitment period of 30 days as the License fee shall be applicable from 31st day of handing over.
2. First installment viz. license fee of 1st quarter is to be paid in advance along with LoA.
3. Further installment, each of the annual license fee as per contract, will have to be paid every three months, 15 days prior of the amount becoming due.
4. The **Licensee** will be required to pay the **annual License fee** to the GCSRA in **four equal quarterly installments**. The license fee quoted by the tenderer to be paid to GCSRA shall be exclusive of amount to be paid to /shared **with SMC/State Government** or any other statutory body, all payments towards taxes, advertisement taxes, duties, royalties, any additional revenue to be shared with statutory bodies, or any other expenditure etc. to be incurred by him / them in future due to enactment of any new laws by the State /Central Govt. Further, the annual License fee would be subject to escalation of 10% every year.
5. The Annual license fee is for advertisement space on specified areas. No advertising is permitted on the boundary walls and grills placed on it.
6. The Licensee voluntarily and unequivocally agrees to make all payments due, on the due date irrespective of whether the bills have been raised or not by GCSRA. In case payment is not made by due date, a 15 day's notice to cure the Licensees Event of Default shall be issued. In the event of Licensee failing to cure the Default, GCSRA shall be entitled to terminate the License with 30 days notice and shall be free to forfeit Interest Free security Deposit/Performance Guarantee and take such other action available to it under this Agreement and as per Law.
[
7. **For late payments by the licensee, interest at the rate of 2% per month will be charged.**

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

Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default under this Agreement and shall entitle GCSRA to terminate the License Agreement as per provisions stipulated in Para-12 of the tender. Interest shall continue to accrue on compounding on monthly rolling basis until the License Fee and other dues are finally paid. Such interest shall be charged for the actual delay in number of days, if the payment of License Fee and other dues are not made by the due date with arrears, if any.

- (i) In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If any stage, the dues remain outstanding for the period of more than 60 days, the contract/License agreement will stand automatically terminated without giving any notice to the Licensee and Interest Free Performance Guarantee/Security Deposit shall stand forfeited.
- (ii) The following documents shall be part of the agreement to be entered into with the successful bidder.
 - A] Notice inviting tender
 - B] General instruction to the tenders
 - C] Technical bid
 - D] Financial bid
 - E] Proceedings of the pre bid meeting
 - F] Discussions/ clarifications/ negotiations before issuing LOI
 - G] Advertisement
 - H] Bye-Laws and any subsequent modifications approved by Surat Municipal Corporation

E. PENALTY CLAUSE:

Licensee will be penalized up to **Rs.10,000.00/-** per offence on the following offense:

1. Late payment of GCSRA dues beyond 10 days.
2. Not following the instructions of the GCSRA Administration regarding Advertisement within 10 days of it being brought to the notice of the licensee.
3. Any staff of licensee found in drunken condition/indulging in bad conduct or found creating nuisance in GCSRA premises
4. Dishonour of drafts given by Licensee.

5. Improper maintenance & defacement of the GCSRA Property.
6. Regular joint inspection will be conducted by GCSRA officials and Licensee. Discrepancy noticed or instructions issued by GCSRA shall be rectified / complied by the Licensee within a period of 7 days, failing which GCSRA reserves the right to impose fine upto **Rs.10,000.00/-** per instance of violation per week. Deliberate or willful non-compliance of GCSRA's written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle GCSRA to en-cash Performance Guarantee in part or full and or terminate the License Agreement after giving 90 days notice to the Licensee.
7. Such termination of the contract/License Agreement and forfeiture of the interest free Performance Guarantee/ Security Deposit by GCSRA shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

XI. GENERAL TERMS AND COND GCSRAONS:

TAXES AND OTHER STATUTORY DUES:

1. Service tax/**GST or other taxes as applicable from time to time** shall be payable by the successful bidder.
2. Payment of stamp duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by Licensee.
3. All Taxes & Municipal taxes, sharing of revenue with local body, if any applicable, on account of maintenance and display of advertisement of walls/ advertisement panels shall be borne solely by the licensee.

XII. LICENSEE EVENTS OF DEFAULT AND TERMINATION OF LICENSE:

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

1. If the successful bidder fails to pay License Fee or other amounts due to GCSRA. Even non-payment of one month License Fee will be considered an Event of Default.
2. If the Licensee is found guilty of persistently breaching negative list of advertising and "Factors Governing Advertising Selection". **as per SMC advertising policy.**
3. The Licensee shall take into account the following aspects while selecting advertisements on the Walls/Terrace area and abide by all the instruction of the authorized GCSRA representative on the same

4. The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
5. The advertisement should not have objectionable and indecent portrays of people, products or any terms.
6. The use of GCSRA name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.
7. Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertakings, other Authorities shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.
8. Any type of audio advertisement including that from Digital Media shall not be allowed.
9. If at any time during the subsistence of the contract/License Agreement, there is nonconformity to the contract/License Agreement or any time during the contract/License Agreement, the Licensee indicates its unwillingness to abide by any clause of this contract/License Agreement or repudiates the Agreement.
10. If the Licensee is in persistent non-compliance of the written instructions of a GCSRA officials.
11. If Licensee is in violation of any of the other Clauses of this tender or license agreement and after written notice from GCSRA fails to cure the Default to the satisfaction of GCSRA.
12. If the Licensee or any of its representatives cause an incident or accident that results in injury or death of any body or loss to GCSRA property.
13. The advertisement shall not contain any thing that contravene the Advertising Industry's code of Ethics or that otherwise causes a traffic hazard. [Ref. List of negative advertisements, as contained in the Outdoor advertising policy of SMC/State/Country]

If any of the above Material Breach and Licensee Events of Default happens, then:-GCSRA, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as decided by GCSRA. In all other cases of Licensee's Event of Default where specific notice period is not provided, GCSRA shall issue a Notice to Licensee to cure the Default within 15 days. If the Licensee fails to cure the Default within 15 days, GCSRA after giving a final 15 days notice shall be entitled to terminate the License Agreement.

XIII. TERMINATION OF LICENSE AGREEMENT:

- a. Partial surrender of contract/License agreement shall not be allowed to the Licensee.
- b. The licensee shall have option to exit from the License Agreement only after a lock in period of one year from the date of commencement of agreement. Licensee shall have to issue three months prior notice to GCSRA before completion of one year lock in period. In this case, interest free security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
- c. If the licensee is desirous of surrendering the license agreement before the expiry of one year (Lock-in period) or without giving three month prior notice to GCSRA before successful completion of one year lock in period, the agreement shall deemed be terminated on the date of receipt of termination / surrender notice in GCSRA and interest free Security Deposit/ Performance Security shall stand forfeited in favor of GCSRA, besides recovering other dues including License fee. Balance outstanding dues, if remained after adjustment of outstanding dues from the advance license fee and interest free Security Deposit / Performance Security, shall be recoverable from the licensee. However, no amount of Security Deposit/Performance security shall be refunded. The unused license fee for that particular notice period, if any shall also not be refunded.
- d. **CANCELLATION OF CONTRACT IN FULL OR PART:**
If GCSRA cancels / terminates the contract in full or in part on account of:
 - i. Force Majeure
 - ii. Any other cause, which in the absolute discretion of the authority mentioned in contract, is beyond control of the GCSRA.

In the event of any one or more of the above courses being adopted by the GCSRA, the licensee, shall have no claim for any compensation or any losses sustained by him by reason of his having purchased or procured any material or entered into any agreements or made any advances on account of or with a view to the execution of the work for the performance of the licensee.

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

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

XIV. ELECTRIC POWER SUPPLY:

1. Successful bidder will obtain own electric connection directly from Electricity company/Distribution company/Agency for the display of advertisements on the allotted space under this agreement or take sub meter from the complex's existing meter and pay to GCSRA including all taxes.(at actual cost)
2. The agency shall bear the amount of all the bills/costs for the electricity that may be consumed due to the operation of the advertisement panels /space allotted under this agreement.
3. Agency shall follow the I.E. Rules, Acts for safety of equipment, public & Staff.
4. Agency shall use energy efficient equipment.
5. All fittings including electrical cabling, calibration and installation of Pre-Paid Energy Meters, etc. are to be installed after obtaining approval from GCSRA.
6. GCSRA may provide electricity temporarily at the point nearest to the required location during the fitment period (of 30 days) complying all codal provisions & GCSRA specifications.
7. No generator running on diesel petrol/kerosene or any bio fuel, causing noise, air or water pollution would be allowed for providing power for illumination of any outdoor advertising device. Successful bidder will only be permitted to use standby UPS/Inverter system with maintenance free battery.
8. To promote conservation of electricity, it will be appreciated if the illumination at all outdoor advertising spaces draw from power from alternate renewable resources like solar power.

XV. FORCE MAJEURE:

Neither GCSRA nor the Licensee shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure. Any of the following events resulting in material adverse effect, shall constitute force majeure events:

Earthquake, Flood, Inundation, Landslide Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances. Fire caused by reasons not

attributable to the Licensee, Acts of terrorism, War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war. Strikes or boycotts, other than those involving the Licensee, its contractors, or their employees, agents etc., and the License fee for the portion affected due to Force Majeure shall be exempted for the affected period on prorata basis if the period of Force Majeure persists for more than 7 days. Such Force Majeure occurrence shall be notified to the other party within 15 days of such occurrence. If such Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free Performance Guarantee & Security Deposits shall be refunded by GCSRA to the Licensee after adjusting outstanding dues, if any.

XVI. INDEMNIFICATION:

1. All other statutory taxes, statutory dues, local levies, as applicable shall be remitted to the Government by the licensee in addition to the remittance of quoted License Fee to the GCSRA. The successful bidder shall **indemnify** GCSRA from any claims that may arise from the statutory authorities in connection with this License Agreement.
2. The successful bidder shall be solely responsible to pay all the statutory payments/dues, taxes and duties, royalties, revenue etc. to SMC/ statutory bodies and GCSRA shall not in any manner, be responsible for payment of such dues. The successful bidder shall also **indemnify** GCSRA against payment of all such dues to statutory bodies and imposition of any penalty due to non-payment of any such dues or any other account whatsoever.
3. Successful bidder will provide all the fixing material etc required for advertisement operation and shall be solely responsible for safe placement/installation on existing structures at his own cost in such a manner so as fixed material/media not to fall down and damage men and materials. Any damages/liability in this regard will be borne solely and wholly by the agency. The successful bidder shall **indemnify** and keep indemnified GCSRA against any loss / damage to any person/ property from any legal suit/claim filed on this account by any third party. The successful bidder will at all times abide by all safety procedures and rules as may be stipulated by local bodies/ GCSRA from time to time.
4. The successful bidder shall fully **indemnify** GCSRA against any actions, claim related to design/ patent / trademark etc., and shall be solely responsible for payment of royalties etc. which may be payable for any item included in the contract.
5. The successful bidder shall **indemnify** and keep indemnified the GCSRA against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto.

6. The successful bidder agrees and undertakes to indemnify and keep indemnified GCSRA harmless against any and all liabilities, Losses, damages, claims, expenses suffered by the GCSRA as a result of any breach committed by him on this account.
7. The **advertising rights** for the above mentioned licensed site shall **vest with the licensee**. Any person who wishes to advertise on the allocated space at the above mentioned site will deal directly with the licensee and will have no dealing with the GCSRA or make any claim on the GCSRA for omission or commission etc of the Licensee. The licensee shall **indemnify** and keep indemnified the GCSRA from any such claims or actions.
8. The successful bidder shall obtain **electricity** connection for lighting of the Hordings/Advertisement Boards/unipole from local **electricity** supply body. In such case the party shall **indemnify** GCSRA from any liabilities arising out of non-payment of dues/ imposition of penalty/ any other charges due to local **electricity** supply body and GCSRA shall not in any manner be responsible for payment of such dues/ penalty etc.

XVII. REGULATION OF UTILIZATION OF ADVERTISEMENT SPACE:

1. Successful bidder shall be at liberty to choose the media introduce any format, its design, and type and carry out innovation and creativity to add value for maximization of revenues, subject to the scope of advertisement **space & location** specified in of the tender document. Agency may utilize state of art technology prevalent anywhere globally after approval from GCSRA.
[
2. The successful bidder shall display advertisements only on the allocated space in the structure. The agency voluntarily agrees not to seek any claim, compensation, or any other consideration whatsoever on this account.
3. Use of the boundary wall and railings/grills over it or any space other than Annexure-1 for advertisements is strictly prohibited will lead to cancellation of the license agreement and interest free security deposit in favor of the GCSRA shall stand forfeited. The bidder shall not to seek any claim, compensation, damages or any other consideration on this account.
4. The successful bidder shall comply with the laws of land including Pollution Control Board and Fire Service guidelines, regulating the advertisements/displays. GCSRA shall not be liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
5. The Licensee is prohibited from displaying any advertisement containing the following nature of contents or as amended by statutory bodies or Supreme Court Guidelines from time to time viz. Nudity, Racial advertisements or advertisements propagating caste, community or ethnic differences, Advertisement promoting drugs, alcohol, cigarette or tobacco items, Advertisements propagating exploitation of women or child, **Advertisement** having sexual overtone, **Advertisement** depicting cruelty to animals,

Advertisement depicting any nation or institution in poor light, **Advertisement** casting aspersion of any brand or person, **Advertisement** banned by the **Advertisement Council of India** or by law, **Advertisement** glorifying violence, Destructive devices and explosives depicting items, Lottery tickets, sweepstakes entries and slot machines related advertisements, Any psychedelic, laser or moving displays, **Advertisement** of Weapons and related items (such as firearms, firearm parts and magazines, ammunition etc.), Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, Advertisements which may be obscene or contain pornography or contain an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986, **Advertisement** linked directly or indirectly to or include description of items, goods or services that are prohibited under any applicable law for the time being in force, including but not limited to the Drugs and Cosmetics Act, 1940, the Drugs And Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian PenalCode, 1860; or **Political advertisements** or Any other items considered inappropriate by the municipal bodies.

6. The bidder shall be solely responsible for contents of the publicity material put on display and GCSRA shall be indemnified by the licensee from penalty imposed by any local/ statutory body due to violation of any guideline/ statute in this regard.
7. **The bidder shall also strictly abide by safety guidelines as may be issued by local bodies/GCSRA from time to time.**
8. The bidder will ensure that he should not permit any nuisance at the site or should not do anything which shall cause unnecessary disturbance or inconvenience to the compound near the site and to the public generally. **The works related to publicity can be taken during day time i.e, between 8 AM to 6 PM.**
9. The bidder shall be responsible for obtaining all mandatory approvals from any local /municipal authority for displaying the advertisement. The bidder will be solely responsible obtaining the required permission(s) from SMC/ local bodies. In case any fine is imposed on GCSRA due to not obtaining of such approvals the same will be recovered from security deposit of the licensee and the licensee shall recoup/ make good the security deposit to that extent within 15 days of such debit by Directorate.

XVIII. MINIMUM MATERIAL SPECIFICATIONS:

1. Licensee shall use advertisement media/fixtures conforming to standards of high quality.
2. In order to have energy conservation, LED or any other energy saving devices conforming to BEE (Bureau of Energy Efficiency) standards should be preferred for the advertisement sites.
3. The advertising media should be of fire retardant and comply with all Indian and International Standards.

4. Advertisement location & Space will be provided to Licensee on "**As is where is basis**" for the purpose of advertisement complying Advertisement Bye-laws – SMC or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.
5. Successful bidder shall ensure that entire advertisement space are fully engaged by proper advertisement media or any other proper creative to improve the ambience of the location/site. If commercial advertisement is not available for any hoardings/Advertisement panels, the same should be utilized to display a message as decided by GCSRA. At no stage, any installed advertisement panels shall be left unattended/Barren.

XIX. THE CONTRACT /LICENSE ARE NOT TRANSFERABLE.

The Licensee shall **not** be **permitted to sub-license** his **rights** under this License. The licensee shall be obliged to carry out its obligations under the license Agreement entirely at its own risk and cost.

XX. GENERAL OBLIGATIONS OF SUCCESSFUL BIDDER:

1. Successful Bidder shall keep and maintain the advertisement space on allocated space in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded material should be replaced immediately with new proper material after due certification from reputed agency. In case of any incident / injury caused by advertisement media due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
2. Successful bidder shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations in GCSRA premises. All the agency's personnel shall be required to possess ID card while working in GCSRA's premises as per prevailing procedure.
3. The advertisement rights will be granted to the successful bidder on exclusivity basis. GCSRA shall not engage any third party for commercial advertisement on advertisement space of these earmarked allocated spaces during the currency of License period.
4. Successful bidder shall comply with the laws of land including Pollution Control Board guidelines regarding advertisement/display. GCSRA will not be held liable for any change/modification in the laws that adversely affect the contract agreement.

Successful bidder shall have no right / claim in this regard, whatsoever the reason may be.

5. Successful bidder will not ask for any claim or seek any compensation from GCSRA if advertisement at any advertisement space inside any premises is not permitted due to court order/local laws/civil authorities.
6. Successful bidder hereby indemnifies GCSRA against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
7. Successful bidder undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Agency shall indemnify GCSRA against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out full compliance with GCSRA's policies regulations prevalent at that time.

A] Successful bidder undertakes that;

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

B] CONTRACTOR'S RESPONSIBILITY FOR PUBLIC LIABILITY AND AGAINST ALL CLAIMS, ACT LOSSES ETC.

The contractor shall indemnify the Company against all claims, actions, demands, losses, charges, and cost of expenses which the Company has to incur or which may occur on account of infringement of any of these conditions by the contractor or on any other account whatsoever. The Contractor shall obtain a public liability policy of insurance in respect of all hoardings allotted to the tenderer.

C] .REMOVAL/DEMOLGCSRAON/WITHDRAWAL Of Hoardings.

The Chief Executive Officer or his authorized representative shall have the right to have the hoardings, demolished, discontinued, shifted or removed at any time during the period of contract without notice to the contractor for any reason whatsoever. In the event of such removal or shifting, the contractor may be permitted at the discretion of The Chief Executive Officer to display the advertisement on the alternative location.

D]. REMOVAL OF ADVERTISEMENT BOARDS ON EXPIRY OF CONTRACT BY THE CONTRACTOR:

It will be the responsibility of the contractor to remove all advertising boards on or before the date of expiry/termination of the contract. If any advertisement board will be found displayed after expiry/termination of the contract, the tenderer will have to pay compensation of double the rate of license fee per day per advertisement up to the date the advertisement are actually removed. On failure on the part of the contractor in removing the advertisement as mentioned above, the Chairman-cum-Managing Director or his authorized representative shall have the right and power to remove such advertisement at the risk and cost of contractor without any notice. The compensation mentioned above will be over and above the license fee or penalty if any.

E]. INSOLVENCY OF THE CONTRACTOR

In the event of contractor and if contractor is a firm, any partner of the contractor firm, is adjudged insolvent or bankrupt or makes an assignment for the benefit of his creditors, the Company will have a right to give 03 days notice to the Contractor of its decision to terminate the contract and the contract shall stand terminated with the same force and effect as if such date was the date for expiration of the original contract.

F]. SUBLETTING THE CONTRACT IS NOT ALLOWED

The award winning bidders are prohibited from the subletting the Contract to any other Agency, this shall be the sufficient cause for Termination of the Contract and black listing the Agency.

XXI. GCSRA'S RIGHTS IN RESPECT OF CONTRACT/LICENSE AGREEMENT:

1. GCSRA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to or the Bidding Process, including any error or mistake therein or in any information or data given by GCSRA.
2. GCSRA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

3. suspend and/ or cancel the Bidding Process at any stage and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
4. consult with any Bidder in order to receive clarification or further information;
5. retain any information and/ or evidence submitted to GCSRA by, on behalf of, and/ or in relation to any Bidder; and/ or
6. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
7. For repeated violation of instructions, breach of contract agreement, GCSRA has the right to cancel the contract by giving Show Cause Notice at the risk and cost of the successful bidder including forfeiture of all amounts, interest free security deposit included in favour of GCSRA. In case of any activity which can be deemed criminal, GCSRA reserves the right to cancel the contract and forfeit all submissions including the interest free security deposit in its favor with or without any notice.
- [
8. GCSRA reserves its right to withdraw any site listed in **Annexure 1**, However, GCSRA shall exercise the option of withdrawal of advertisement site sparingly and after due consultation with the agency. The successful bidder hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The successful bidder shall vacate the premises of such stations within a period of 30 days from such intimation.
9. The GCSRA reserves the right to accept or reject any tender. Authority for acceptance of the tender will rest solely with the GCSRA, which does not bind itself to accept any tender and not to assign any reason for rejecting the same. GCSRA reserves the right for deduction of the amount from interest free security deposit which becomes liable to be paid on the following grounds:
 - a. Any amount which GCSRA becomes liable to pay to the Government /Third party on behalf of any default of the successful bidder or any of his/her/their servant/agent/employees or staff.
 - b. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

- c. Once the amount under this clause is debited, the successful bidder shall recoup the security deposit to the extent the amount is debited within 15 DAYS of such debit by GCSRA failing which it will be treated as breach of contract agreement and may lead to termination of agreement with forfeiture of all amounts including interest free security deposit in favour of GCSRA.

XXII. **THE CEO AND COO, IS AUTHORITY TO RECOVER THE COST IN CASE OF ANY DEFAULT.**

If the contractor neglects or fails to do anything which he is required to do under the provisions of the contract, the CEO or COO or any other authorized person may serve a notice on the contractor asking him to do the things agreed upon as aforesaid and on their neglect or failure to do as directed, cause the same to be done and recover the cost thereof from the contractor/tenderer(s) without prejudice to any other rights, the Company may have on account of such default.

XXIII]. **GOVERNING LAW AND JURISDICTION**

The agreement shall be governed by and construed in accordance with the laws of India and the courts at Ahmedabad alone shall have exclusive jurisdiction over all disputes arising under or in connection with the agreement. Dispute resolution mechanism shall be more fully detailed in the Lease Deed. The provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 shall apply to the lease and the Premises.

XIV]. **MISCELLANEOUS:**

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

3. The License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this, in the event of any conflict between them, the priority shall be in the following order:

a) License Agreement

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

Disclaimer

The issue of this document does not imply that the COMPANY is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Company reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidder Process.

SIGNATURE OF THE BIDDER

Technical Evaluation Marking scheme:

Sr. No.	Parameters	Maximum Marks	Documentary evidence
1	Company Registration	5	Provide Registration detail
2	Valid SMC licence for advertisements	10	Submit license copy
3	Successfully executed orders in last 3 years for similar advertisements	35	Detail with orders copy, adv photos & cost
4	Content of advertisement to be displayed at proposed Complex	30	Submit full detail
5	Expected loading of advertisement on complex terrace	10	Submit calculated load
6	Turn over of last 3 years	10	Vendor to submit audited balance sheets.
	Total (Technical Score)	100	

DETAILS OF ADVERTISING SPACE OFFERED FOR EXCLUSIVE OUTDOOR AND INDOOR SPACE

ADVERTISEMENT RIGHTS. And contractor to quote the rate in Rate /sq.ft coln.

Sr. No	Location	Space at	Qty IN SQ.FT	RATE. Sq. Ft	
1	Urban Restroom Complex at Athwa Zone, Surat	Terrace Area of Ground Floor	1,000 Sq.-Ft		
2	Urban Restroom Complex at Athwa Zone, Surat	Area at front elevation of Complex	200 Sq.Ft		
3	Urban Restroom Complex at Athwa Zone, Surat	Area at Inside walls of the Restroom Complex	180 Sq. Ft.		

Note-1: The Advertising space is at Outside & Inside space of the walls and terrace space of the urban restroom complex offered on rental basis is available on **"as is where is basis"**.

The rate quoted is exclusive of all taxes [The taxes prevailing and future if any has to be borne by successful bidder]

The hoardings of size are allowed as per the Surat Municipal Corporation norms.

The Complex is at on main road (Surat – Dumas Road).

Kindly note that, this annexure 1 is submitted with the financial Bid separately in a sealed envelope. Don't attached annexure I in the technical Bid otherwise the bid will be rejected.

GENERAL INFORMATION OF THE BIDDER

1. Name of Bidder : _____

2. Complete postal address
(with Telephone/FAX Nos./E-Mail)
 - i. Corporate Office: _____ : _____

 - ii. Addresses of all branch offices in India: _____

3. Details of the contact person who shall serve as point of communication with GCSRA within company.

Name	:	_____
Designation	:	_____
Address	:	_____
Telephone Number	:	_____
Fax Number	:	_____
E-Mail Address	:	_____

4. Please indicate details and strength of bidder Co. in respect of following:
Total value of revenue from advertisement businesses conducted in the last three (3) years. (The above details shall be given year wise along with the name of clients in the form of self Certification along with the details as applicable]

5. Complete profile of company

6. Advertisement plan for GCSRA'S existing Location and available spaces.

(Name of the Authorized Signatory)

For and on behalf of(Name of the Bidder)

Designation

Place:

Date:

ANNEXURE-3

BID FORM

(To be submitted on company's letter head)

Dated:

To,

.....

Sub: Bid for "Available Indoor & Outdoor space for advertisement for advertising agencies at GCSRA's Urban Restroom Complex, Surat.

Sir,

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

1. I/ We acknowledge that GCSRA shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the successful bidder for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. I/ We shall make available to GCSRA any additional information it may find necessary or require to supplement or authenticate the Bid.
3. I/ We acknowledge the right of GCSRA to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by GCSRA; and
 - b) I/ We do not have any conflict of interest in accordance with provisions of the document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the document, in respect of any Bid or request for proposal issued by or any agreement entered into with DD; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e) The undertakings given by me/us along with the Application in response to the for the above subject were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
5. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the tender document.
 6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GCSRA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject contract/License Agreement and the terms and implementation thereof.
 7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a contract/License Agreement in accordance with all the terms and conditions of this tender and agree to abide by the same.
 8. I/ We have studied all the Bidding Documents carefully and also surveyed the GCSRA's Restroom Complex, Surat (as mentioned in Annexure-1). We understand that except to the extent as expressly set-forth in the contract/License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by GCSRA or in respect of any matter arising out of or relating to the Bidding Process including the award of contract/License Agreement.
 9. I/ We offer due Bid Security (EMD) of Rs (.....Lakh Rupees)) to GCSRA in accordance with the Document. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the GCSRA, I/We agree that the Directorate shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid tender document. Earnest Money will be refunded to us without any interest thereof if our tender is not accepted.

10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the contract/licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
11. I/We further undertake that after the expiry of the contract period or pre mature termination of the contract as per clause of General Terms & Conditions of Contract. We shall have no lien or any rights whatsoever on the said spaces allotted by the GCSRA.
12. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the tender document, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. I/We are satisfied with the locations of the advertisement areas and fully understand & comprehend the technical requirements. I/We are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.
13. I/We agree and undertake to be jointly and severally liable for all the obligations of the contract/Licensee under the contract/License Agreement for the contract/License period in accordance with the Agreement.
14. I/we agree that the cost of **Stamp Duty** for execution of License Agreement, **Registration Charges** and any other related Legal Documentation charges/incidental charges in pursuance of this tender will be borne by us.
15. I/We agree that all Taxes/Municipal Taxes if any shall be solely borne by us. Service tax/**GST** as applicable from time to time shall also be paid by us.
16. I/we agree not to seek any claim or compensation from GCSRA if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.
17. I/ We shall keep this offer valid for 120 days (one hundred and twenty) days from the Bid Due Date specified in the tender document.
18. I/We hereby submit bid documents duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith. In witness thereof, I/we submit this Bid under and in accordance with the terms of the tender document.

Yours

(Signature, name and designation of the
Authorised signatory)

Name and seal of Bidder/Lead Member

Date:

Place:

ANNEXURE-4

FORMS FOR BID SUBMISSION TECHNICAL

QUALIFICATION INFORMATION (TECHNICAL)

The information to be filled by the bidder

1. Place of Registration_____ (attach copy)
2. Principal place of business & address
3. Financial turnover during.

Year	In Rs. Lakhs

Work performed as Prime Operator (in the same name) on works of similar nature over during the five years

Project Name	Name of Employer	Description of Work	Contract Number	Value of work Rs.	Date of issue of	Specified period of completion	Actual date of Completion	Remarks explaining reasons for delay in
1	2	3	4	5	6	7	8	9

5 Bidders liquid assets/availability /of credit facilities (**Attach copy**)

To be furnished for each of the relevant and similar projects executed by the bidder - please do not mention on-going or incomplete projects here.

SI No	Name of the project	Client details	Value of the project	Type of contract - Turnkey/BOT/DB OT etc	Status of the project - timely completion / cost over runs / meeting the design

SI No	Name of the project	Client details	Value of the project	Status of the project - timely completion / cost over runs /meeting

Sl. No	Reference of Clause No. & Page No.	Deviation in the proposal	Brief reasons

Signature of the bidder

FINANCIAL BID

Financial Bid Form.

To,
Chief Executive Officer,
Gujarat CSR Authority,
3rd Floor, GSFC Building, opp. Drive In Cinema,
B/h Reliance Mart, Bodakdev, Ahmedabad- 380054.

Sir,

I/we have read and examined the following documents relating to the "Erection of outdoor-Indoor advertisement hoardings/Panels/Unipole and offer the same for publicity

- (a) Notice inviting tender.
 - (b) General stipulations
 - (c) Terms and conditions of the contract.
1. I/we hereby offer to the work of Commercial Advertisements Rights for operation and maintenance hoardings for a period of three years referred to in the aforesaid documents, subject to the General stipulations, Terms and conditions of contract.
 2. I/we also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and not to make any modifications in its terms and conditions which are not acceptable to the Company.
 3. I/we agree to submit the copy of registered partnership deed of our firm (If any).
 4. I/we agree that the Company shall, without prejudice to any other rights or remedy, be at liberty to forfeit the said earnest Money absolutely, if
 - (a) I/we fail to keep the offer open as aforesaid.
 - (b) I/we fail to make the contract deposit as required and execute the contract agreement when called upon to do so within 15 days from the date of receipt of acceptance letter from Authority.
 5. I/we hereby further agree to pay all the charges of whatsoever nature in connection with the preparation, stamping and execution of the said contract.
 6. I/we have inspected the sites before filling this tender.

7. I/we offer to run the hoardings for Commercial Advertisements Rights for a period of Three years basis at the above locations as per the terms and conditions of bid document from the start date as specified by the Company for monthly rental fee of Rs _____ (Exclusive of GST as applicable) FOR Allocated Space at Urban Restroom Complex (in both words and figures) (This rental fees is quoted for 12 months only) for the allocated spaces. Excluding of applicable taxes / duties and in accordance to clause 10D (iv) of tender document and GST as applicable on license fees after 12 months of the initial period, there will be price escalation of 10% every year.
8. I have submitted EMD & Tender Fees.

Address:

Phone
Nos:

E-mail

Signature of the
Tenderers Of the
Firmwith Seal/stamp

In case of partnership Firm: -

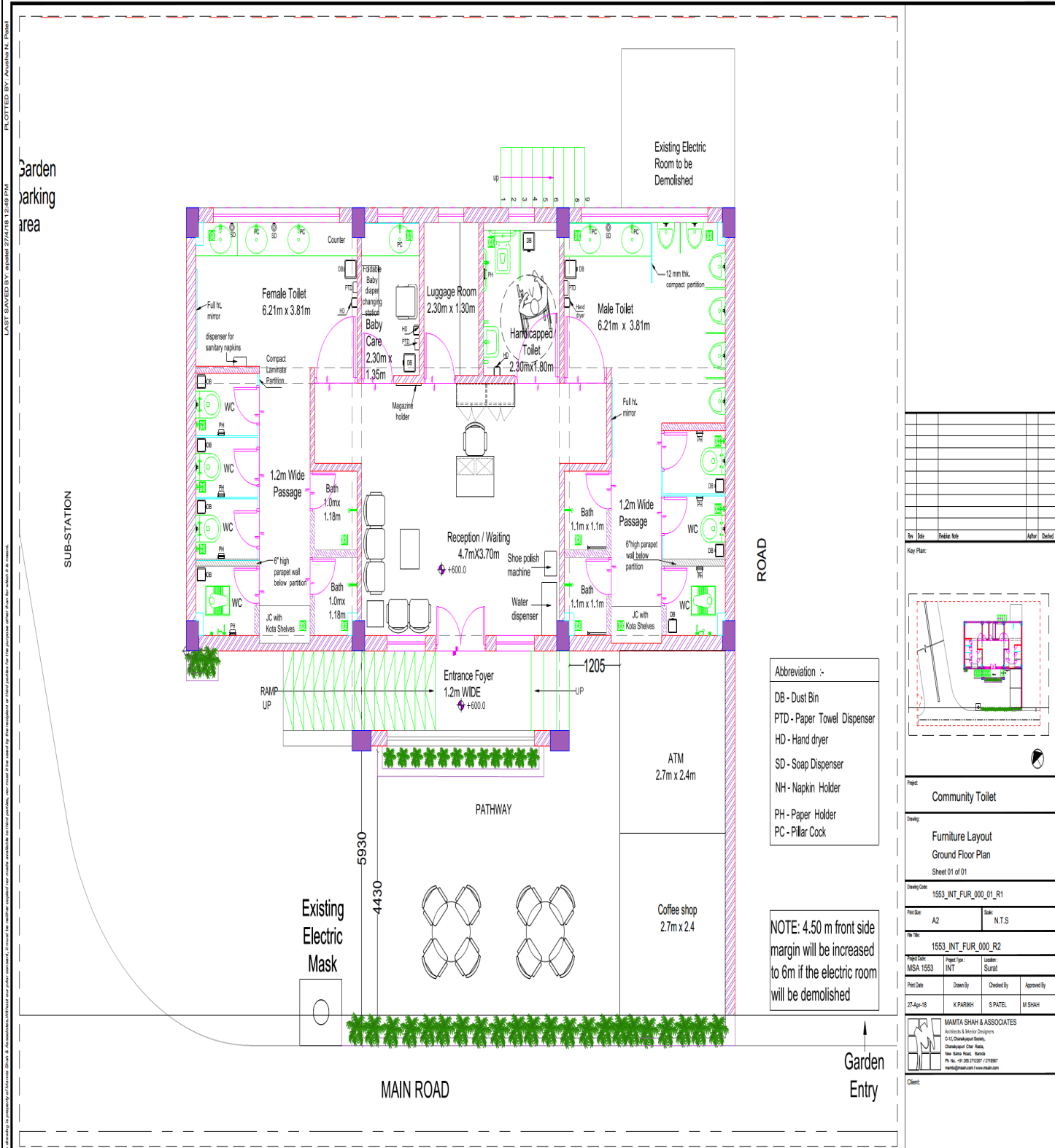
Full Names and Residential address of All the partners Constituting the firm.

(Kindly note that, annexure 5 is submitted with the financial Bid separately in a sealed envelope with annexure 1. Please, Don't attached annexure 5 in the technical Bid otherwise the bid will be rejected)

Signature of the bidder



3-D view of the Urban Restroom Complex



- Abbreviation :-
- DB - Dust Bin
 - PTD - Paper Towel Dispenser
 - HD - Hand dryer
 - SD - Soap Dispenser
 - NH - Napkin Holder
 - PH - Paper Holder
 - PC - Pillar Cock

NOTE: 4.50 m front side margin will be increased to 6m if the electric room will be demolished

Rev	Date	Revised Note	Author	Checked



Project: Community Toilet

Drawing: Furniture Layout Ground Floor Plan Sheet 01 of 01

Drawing Code: 1553_INT_FUR_000_01_R1

Plot Size: A2	Scale: N.T.S
File No: 1553_INT_FUR_000_R2	
Project Code: MSA 1553	Project Type: INT
Location: Surat	
Prep Date: 27-Apr-18	Drawn By: K.PARKHI
Checked By: S.PATEL	Approved By: M.SHAH

Client: MAMITA SHAH & ASSOCIATES
Architects & Interiors Designers
G-12, Chhatrapati Stadium,
Chhatrapati Chhatrapati Stadium,
New Sank Road, Surat
Ph. No. +91 9822010387 / 2719807
email@mamita.com | www.mamita.com

Layout of the Urban Restroom Complex

Signature of Bidder

LAST SAVED BY: admin 27/04/18 12:48 PM

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