



REQUEST FOR PROPOSAL (RFP)

Selection of Advertising Agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar



Akash Shova Building,
Pandit Jawaharlal Nehru Marg
Bhubaneswar – 751001, Odisha



DISCLAIMER

Bhubaneswar Development Authority (BDA), Govt. of Odisha has prepared this document to give the interested parties the background information on the selection of an Agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar.

While BDA has taken due care in the preparation of the information contained herein and believe it to be accurate, neither BDA nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information given in this document while submitting their proposals.

BDA reserves the right not to proceed with the selection process at any point of time during the bidding process or to change the configuration of the project to alter the timetable reflected in this document or to change the process or procedure to be applied. Also, it reserves its right to cancel the bidding process, add, alter and modify the process and provision at any stage without assigning any reason.

It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities submitting their proposals.



Table of content

DISCLAIMER.....	2
TABLE OF CONTENT	3
CHAPTER 1. ABOUT THE PROJECT	5
1.1 BACKGROUND.....	5
1.2 OBJECTIVE	5
CHAPTER 2. INSTRUCTIONS TO BIDDERS	6
2.1 SCHEDULE OF BID PROCESS	6
2.2 INSTRUCTION FOR BID SUBMISSION	6
2.2.1 ELIGIBILITY CRITERIA	6
2.2.2 COST OF RFP DOCUMENT	6
2.2.3 EARNEST MONEY DEPOSIT (EMD)	7
2.2.4 PERFORMANCE GUARANTEE.....	7
2.2.5 DOCUMENTS NEEDS TO BE SUBMITTED WITH TECHNICAL BID	7
2.2.6 DOCUMENTS NEEDS TO BE SUBMITTED WITH FINANCIAL BID	8
2.2.7 OTHER SUBMISSION REQUIREMENT.....	8
2.3 TERMS & CONDITIONS AND IMPORTANT INSTRUCTIONS	9
2.3.1 ROLES AND RESPONSIBILITIES	9
2.3.2 RESPONSIBILITY OF BIDDER BEFORE SUBMITTING BID	9
2.3.3 PENAL ACTION	10
2.3.4 PREMATURE CLOSURE OF CONTRACT:	10
CHAPTER 3. BID SUBMISSION PROCEDURE	11
3.1 VALID BID DOCUMENT	11
3.2 ENVELOPES.....	11
3.3 SUBMISSION PROCEDURE.....	11
3.4 REJECTION OF BIDS	12
3.5 PRE-BID MEETING	12
CHAPTER 4. EVALUATION OF BID	14
4.1 SELECTION OF SUCCESSFUL BIDDER	14
CHAPTER 5. POST SELECTION ENGAGEMENT	15
5.1 GESTATION PERIOD.....	15
5.2 CONDITIONS PRECEDENT	15



5.3	CONTRACT PERIOD	15
5.4	WORK ORDER	16
5.5	AGREEMENT.....	16
5.6	AGREEMENT TO BE EXECUTED	16
5.7	EXCLUSIVITY	16
5.8	FORCE MAJURE	17
5.9	BREACH OF AGREEMENT AND ITS RESTORATION	18
5.10	BLACKLISTING AND CANCELLATION	18
5.11	DISPUTES	18
5.12	INTERPRATATION	18
5.13	SURRENDER.....	18
5.14	UNDERTAKING / AFFIDAVIT.....	19
5.15	PAYMENT OF TAXES	19
CHAPTER 6. ANNEXURES		20
6.1	ANNEXURE 1: COVER PAGE	20
6.2	ANNEXURE 2: FORMAT OF PROJECT DATA SHEET	22
6.3	ANNEXURE 3: FORMAT OF FINANCIAL BID	23
6.4	ANNEXURE 4: AFFIDAVIT	24

CHAPTER 1. ABOUT THE PROJECT

1.1 BACKGROUND

Bhubaneswar Development Authority had engaged two agencies to supply, installation, Testing, commissioning & maintaining of outdoor LEDs Display Boards at Five (5) locations (another four locations proposed) in Bhubaneswar, Odisha.

The LED Screens are able to manage content individually with centralized control and remote management with auto playlist, Content log, monitor network, display view, transition time, trans coding, security, agnostic to players and display device, network agnostic, content inventory, multipurpose player, interactive mode, video wall mode, audio output, intrusion prevention control.

Details of the Existing LED display boards are as follows –

Sl. No.	Location of LED Display Board
1	Kalinga Hospital Square
2	Rupali Square
3	Kalpana Square
4	Old Town
5	New Airport Square

BDA intends to lease out the advertisement space on the LED screens to a professional advertising agency.

1.2 OBJECTIVE

BDA invites bids from eligible bidders who meet the eligibility criteria for the role of Advertising agency. BDA is inviting reputed and established advertising agencies/companies to manage advertising space rights on the LED Display Boards located at various prominent points in Bhubaneswar. The revenue generated through advertising will be that of an advertisement firm and the firm would have to pay a fixed monthly amount to BDA in the form of an authorization fees on LED Billboard basis for the use of the advertising space for **50%** time of total time slot of 14 hours per day (10 hours as idle time) for every alternate hour. The rest of the time slot for the advertisement space will be utilized by BDA for displaying welfare/Govt. programmes by the Central Govt. / State Govt. / Corporation/undertakings of Govt.

The details of the time slot sharing between BDA and advertisement agency shall be on mutual agreed time schedule.

CHAPTER 2. INSTRUCTIONS TO BIDDERS

2.1 SCHEDULE OF BID PROCESS

Table 2: Details of Bidding Schedule

Particulars	Time & Date
Publication of Advertisement and RFP documents	07.04.2021
Last date of receiving queries	13.04.2021 till 5:00 PM
Pre-Bid Meeting	15.04.2021 at 3:30 PM in the Conference Hall of VC, BDA.
Last Date Of Submission of bid	28.04.2021 by 3.00 P.M.
Date of opening of Technical bid	28.04.2021 at 4:00 PM in the Conference Hall of VC, BDA.
Date of opening of Financial bid	To be intimated later on

2.2 INSTRUCTION FOR BID SUBMISSION

2.2.1 Eligibility Criteria

The bidding criteria for this assignment are:

- Any Proprietorship Firm, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or Private Limited Company registered under relevant act/s, shall be eligible to participate in the bidding process for the allotment of advertisement spaces on LED Display Boards at various locations in Bhubaneswar as per terms & conditions of this tender document.
- The bidder should have minimum 3 years of experience in leasing /selling/ utilizing advertisement space in relevant media viz. hoardings, banners, LED Display Boards, etc. as on the Bid Submission Date.
- The bidder must have average annual turnover of INR 50 (Fifty) Lakhs for last consecutive three financial years ending 31st March 2020.
- The prospective bidder has to submit single bid. Consortium of firms for participating in bid is not allowed.

2.2.2 Cost of RFP Document

The complete RFP document can be downloaded from the following website: www.bda.gov.in for which the requisite Fee of INR 11,200/- (Rupees Eleven Thousand Two Hundred only) inclusive of GST, shall be deposited by way of demand draft payable at Bhubaneswar drawn in favour of Bhubaneswar Development Authority along with submission of the application. Any bid without the fee of RFP document shall be summarily rejected.

2.2.3 Earnest Money Deposit (EMD)

- 2.2.3.1 Earnest Money Deposit (EMD) of INR 2,00,000 (Rupees Two Lakhs Only), in shape of Demand Draft (DD) from any scheduled commercial bank in favour of Bhubaneswar Development Authority payable at Bhubaneswar or Bank Guarantee of Scheduled Bank in favour of "Bhubaneswar Development Authority" valid for a period of Three months is to be furnished by the bidder along with the Technical Bid.
- 2.2.3.2 Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed.
- 2.2.3.3 The EMD of the successful bidder shall be returned after he furnishes the Performance guarantee and executes the contract.
- 2.2.3.4 Unsuccessful bidder's EMD will be returned within 30 days from the date of execution of the agreement between BDA and the successful firm. No interest will be paid on EMD. The EMD may be forfeited:
- if the Bidder withdraws its Bid during the period of validity of the Bid.
 - if the bidder does not respond to request for clarification on its Bid.
 - if the bidder fails to provide required information during the evaluation process.
 - in case of a successful bidder, if the bidder fails to sign the agreement.

2.2.4 Performance Guarantee / Security Deposit

During initiation of the contract agreement the selected bidder shall deposit a demand draft in favour of Bhubaneswar Development Authority payable at Bhubaneswar or Bank Guarantee by a Scheduled / Nationalized Bank for an amount equivalent to total 3 monthly advertisement fee of the contract value (as quoted by the bidder). This shall be kept as security deposit and shall be refunded to the bidder after successful completion of contract agreement period, without any interest on it.

2.2.5 Documents needs to be submitted with Technical Bid

A bidder shall be required to submit the following certificates/undertakings and documents in their Technical Bid.

- Bid Application in Format given at ANNEXURE- 1
- Information of Bidder as per ANNEXURE- 2
- An undertaking by way of affidavit (on INR 100/- STAMP PAPER) duly notarized to the effect as per ANNEXURE-4
- A copy of his/their PAN Card/(s) & GST Registration;
- Demand Draft of an amount, as mentioned in clause 2.2.3, as Earnest Money Deposit (EMD).



- vi. Fee of INR 11,200/- (Rupees Eleven Thousand Two Hundred only) inclusive of GST, as RFP document cost.
- vii. Credibility & experience Certificate: Copies of Agreement/work orders/successful implementation certificate or completion certificates from any concerned authority/ employer of a Govt. / ULB / PSU of repute/ Corporation in similar nature of business/trade.
- viii. Audited documentary proof of having a minimum average annual turnover of INR 50,00,000/- (Rupees Fifty Lakhs Only) for the preceding 3 financial years ending with 2019-20.
- ix. Technical Bid should be submitted in the prescribed format & should be kept in separate sealed cover super scribing,

'Part I – Technical Bid'

"Technical Bid for Selection of Advertisement Agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar".

2.2.6 Documents needs to be submitted with Financial Bid

- i. Financial Quote for the advertisement space on each LED Display Board that has been bid for in the Format given at **ANNEXURE-3**.
- ii. Financial bid to be submitted in format required for financial proposal & should be kept in separate sealed cover super scribing,

'Part II – Financial Bid'

"Financial Bid for Selection of Advertisement Agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar".

- iii. Any Bid not accompanied with any of the above mentioned documents / information / certificates, is liable to be rejected.

2.2.7 Other submission Requirement

- i. Both the Technical and Financial bid shall then be placed in a single outer sealed envelope clearly marked as,

"Proposal for Selection of Advertisement Agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar".

- ii. The inner& outer envelope shall be addressed to BDA, Bhubaneswar at the following address:

Secretary

**Bhubaneswar Development Authority,
Akash Shova Building, Sachivalay Marg.
Bhubaneswar - 751001**

2.3 TERMS & CONDITIONS

2.3.1 Roles and Responsibilities

This shall include but not limited to the following:

i. Use of LED Billboard for advertising:

The selected agency shall provide the advertisement to BDA for approval along with the time schedule for display in required format. After approval of the content from BDA, same shall be handed over to the agency engaged for operation and maintenance. BDA shall co-ordinate with both the agencies.

The Broad scope of work for the agencies shall be as follows-

- BDAs operators shall be responsible to run the approved contents in the LEDs Display Boards.
- The agency shall provide the content to BDA for approval and display at the designated LED display boards.
- The agency shall be held responsible for providing any content for display on the LED Display Board, where such content is obscene or is against public interest or as mentioned in Clause 5.7 (iii)

ii. **The Advertiser to intimate change of address:** The Advertiser shall keep BDA informed of change in his address, change in constitution etc. The intimation of change of address shall be given to BDA for necessary amendments in the agreement. Otherwise a communication sent at the address given to BDA shall be deemed to have been received by the Advertiser.

iii. **Co-ordination Meeting:** Co-ordination meeting will be conducted to facilitate the advertiser for smooth display of advertisement. BDA will co-operate with the advertiser in clearing the obstruction for clear visibility of advertisement displays wherever and whenever required. BDA shall extend all co-operations in resolving the problems faced by the advertiser as regard to advertisement on the LED Display Boards at the different locations.

2.3.2 Responsibility of bidder before submitting Bid

- i. The bidder shall inspect advertisement spaces and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid for the same. The bidder shall acquaint himself of all the conditions and the advertisement spaces condition.
- ii. The bidder should bid the amount by considering its entire revenue potential. BDA will not be responsible for any decline in the revenue for any reason whatsoever. Any claim for remission on

the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by BDA without any kind of response to the Agency & the Agency shall not be entitled to make any claim / remission on that account.

- iii. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold BDA responsible for non-understanding of the scope of work. Bidders are free to visit the various locations of the LED Display Boards to understand the advertisement space availability.

2.3.3 Penal Action

2.3.3.1 The Advertiser shall have to abide by all the relevant existing/future applicable Act / Rule / regulations. BDA shall have the right to debar the selected agency and/or suspend business with him for any period and/or terminate the agreement and/or black-list him and/or impose penalty for violation, after issue of show cause notice. The decision of BDA shall be final and binding to all.

2.3.3.2 The Advertiser shall be bound by the clauses mentioned in the contract agreement for the entire period of contract or till the time competent authority allows specific performance, even if he fails to get his BDA registration renewed on time.

2.3.3.3 Violation in this regard means:

- i. Any of the violation of guidelines of Registration/Renewal.
- ii. Any of the violation of terms and conditions of contract agreement.
- iii. Any of the violation of contract agreement/affidavit & other declarations made by the selected agency.
- iv. Non-compliance or defiance of the directions/orders of the competent authority.
- v. Any other violation which the competent authority may decide from time to time.

2.3.3.4 The violations will be recorded in the contract file. The selected agency shall be given three (3) days to remove the violations from the date of issue of the show cause notice in this regard and he shall have to submit a written compliance report of rectification as well as to pay the penalty fixed by the competent authority.

2.3.3.5 BDA shall reserve the right to carry out day to day inspections by any official of BDA or any other person/agency authorized in this regard and on the basis of inspection report submitted to the competent authority the decision of competent authority on fixing and levying penalty shall be final and binding on the Advertising agency.

2.3.4 Premature closure of contract:

In case of implementation of any new comprehensive advertisement policy for Bhubaneswar or any direction by Court of law or advertisement being required by Government / Corporation, BDA retains the right to cancel the agreement of advertisement contracts by giving one month's notice in writing and the concerned agency will not be allowed any extension on any ground whatsoever. Any loss of revenue to the advertising agency on above conditions shall not be borne by BDA.

CHAPTER 3. BID SUBMISSION PROCEDURE

3.1 VALID BID DOCUMENT

Only those bids which are submitted along with the prescribed EMD and RFP document cost shall be considered for the technical evaluation process.

3.2 ENVELOPES

Bids shall be deposited in a sealed cover super scribed by **"Proposal for selection of advertisement agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar "**, containing two sealed envelopes, one for "Technical Bid"; second for 'Financial Bid', duly super scribed – Tender Name, Qualification bid/ Financial Bid & Opening Date and name / address of the bidder to ensure that the documents are returned at correct addresses for unsuccessful bids.

3.3 SUBMISSION PROCEDURE

- a. The duly filled bid should be sent by registered post/courier/speed post (which shall be valid only if received on or before the due date). In case any holiday is declared on the due date, then due date will be next working day on same time and venue.
- b. Hand deliveries /Telegraphic / fax/ e-mail bid will not be allowed and subject to cancellation.
- c. Bidding form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- d. The Bid (Both Technical and Financial) shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for Qualification, Technical and Financial Bids should respectively be in the prescribed formats as given in the annexures to this RFP.
- e. The document (all pages) must be initialled by an authorized signatory of the bidder.
- f. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a bid not substantially responsive to all the requirements of the bidding shall be at Bidder's own risk and may be liable for rejection.
- g. No bidder is allowed to modify, substitute, or withdraw the bid after its submission.
- h. Bidders shall submit their bids at the given address on or before the last date and time for receipt of bid mentioned in the RFP documents.

3.4 REJECTION OF BIDS

That BDA reserves the right to reject any / all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. BDA may at its sole discretion and at any time during the evaluation of bid, disqualify any Bidder on any of the following grounds:

- a. Made misleading or false representations in the tender document submitted by him in the bid.
- b. Has any pending due with BDA.
- c. Any bidder who has been blacklisted by BDA/other Govt. Agencies due to any reason.
- d. Any bidder who is found to have any interest in the disqualified/blacklisted agency / person / company.
- e. Tries to influence the bid process through direct contact with any official involved in the bid process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- f. Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their bid shall not be considered.
- g. Failed to provide clarifications related thereto, when sought;
- h. Any delay in receipt of bid documents through registered post / courier/ speed post shall render the bid invalid.
- i. Information relating to the examination, clarification and comparison of the bids shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- j. The Qualification Bid proposal should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.
- k. Any superfluous document/s not related to the mandatory criteria in company profile shall not be taken into account and no weightage shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the RFP document and not any other work.

3.5 PRE-BID MEETING

BDA shall convene a pre-bid meeting to address any Bid related queries. However, it is made clear that BDA shall entertain only those questions which have been submitted through e-mail (BDABBSR1983@GMAIL.COM) or in writing, on the letter head of participating bidders duly received at BDA at least one working day in advance to the pre bid meeting. No questions other than that submitted in writing shall be entertained. Amendments necessitated, if any, as a result of the pre-bid meeting or otherwise shall be made available on the website. It shall be the responsibility of



the bidders to fine tune their bids incorporating the amendments so communicated through the email/ uploaded on website. BDA shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the RFP document and notified through the email. That BDA shall not be responsible for communicating the same through phone or post.



CHAPTER 4. EVALUATION OF BID

4.1 SELECTION OF SUCCESSFUL BIDDER

- a. Advertisement rights shall be given to the highest bidder quoting over and above the minimum reserve price (at the discretion of the competent authority).
- b. Minimum reserve prices are as follows-
LED Display Board at 9 Locations @ 1.25 Lakhs i.e. Rs.11.25 Lakhs
- c. Price bid of bidders lower than the minimum reserve price shall be rejected.
- d. In case, there are two successful highest bidders with matching bids, the H-1 will be decided by lucky draw system under the supervision of authorised representative of BDA in the presence of both the bidders. During such a draw either the bidder or his authorized representative along with authorization certificate shall be allowed to contest in the draw and decision of authorized representative in this regard shall be binding on the party/bidder.

CHAPTER 5. POST SELECTION ENGAGEMENT

5.1 GESTATION PERIOD

The selected bidder shall also get a maximum gestation period of seven days post signing of the agreement to commence the work as per the Roles and Responsibilities mentioned in Clause 2.3.1. No extension of gestation period shall be allowed except for force majeure clause.

5.2 PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

- i. The Successful bidder shall give a Performance Guarantee in the form of an irrevocable bank guarantee or in the form of Demand Draft/ Bank Guarantee for an amount equivalent to total 3 monthly advertisement fee of the contract value (as quoted by the bidder).
- ii. The Performance Guarantee shall be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and shall be valid up to expiry of the contract including maintenance period if any. The agreement shall normally be signed within 15 (fifteen) days from the date of receipt of LOA and Performance Guarantee shall also be submitted within this time limit.
- iii. Performance Guarantee shall be released after satisfactory completion of the work and maintenance period if any is over.
- iv. Wherever the contracts are rescinded, the performance Guarantee shall be encashed and the balance work shall be got done separately.
- v. The balance work shall be got done independently without risk and cost of the original contractor; the original contractor shall be debarred from participating in the tender for executing the balance work.

5.3 CONTRACT PERIOD

The contract period with the Advertisement Agency shall be initial period of **One year**. However, after the completion of one years the contract period may be extended on mutual agreed terms and conditions.

2nd year onwards there will be an increment of 10% of the quoted amount of the agency after successful completion of 1st year.

However, continuance for successive year shall be subject to the satisfactory completion of period of first year of contract (satisfactory completion implies that there should not be any dues pending against the advertiser as well as no complaint / show cause notice/ penalty notice pending against him.



5.4 WORK ORDER

Offer made by the H1 bidder shall be subject to acceptance by BDA or any other authorized officer. Any offer may be rejected or permission granted for display at advertisement space may be withdrawn at any time without assigning any reason there for. The offer once accepted, shall be final. An offer letter shall be issued within seven days of completion of bid and subject to fulfilment of all the requisite formalities as specified in offer letter, within seven days of issue of the same, a formal allotment letter/work order shall be issued to the selected bidder.

5.5 AGREEMENT

An agreement would be executed after acknowledgement of the Letter of Award and fulfilment of conditions mentioned therein the Letter of Award to ensure successful working of the system between BDA and the bidder selected to implement the system that would also define the terms and conditions for completion of the project in a time-bound manner. The agreement shall be subject to the provisions contained in Act / Rules / Regulations / Bye-laws as in force from time to time. The decision of the competent authority in BDA shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need basis subject to the requirements of BDA.

5.6 AGREEMENT TO BE EXECUTED

The successful bidder shall execute an agreement with BDA in the format to be supplied by the BDA on a non-judicial stamp paper of INR 100/- duly attested, to be purchased and provided by the said bidder within 15 days of issue of the "Letter of Award", failing which the earnest money shall be forfeited along with penal action as decided by BDA shall be initiated and offer by BDA shall be deemed to have been cancelled.

5.7 SHARING OF TELECAST TIMINGS & CONTRACTOR'S COMMERCIAL ADVERTISEMENT

- i. The LED Display Board shall function for duration of 14 hrs during the day and the total telecasting time of the same shall be equally shared between the BDA and the Agency.
- ii. A minimum use of the advertising space for **50%** time of total time slot of 14 hours per day (10 hours as idle time) for every alternate hour will be utilized by BDA for displaying welfare/Govt. programmes by the Central Govt. / State Govt. / Corporation/undertakings of Govt.
- iii. 50% of telecasting time of LED Display Board shall be allotted to the contractor for their commercials confirming to the following conditions.
 - a. TV serials, features, etc. telecast by Doordarshan or entertainment channels or any other film sequences shall not be shown on CCTV as such display attracts crowd on the Roads obstructing free movement of the traveling public.

- b. The Agency must submit the text of advertisement and materials to be displayed such as slides, films, video clips, etc. to the BDA well in advance for approval before public screening.
- c. Advertisements pertaining to cigarettes, tobacco, wines, alcoholic drinks, prohibited drugs, propagation of any religion or religious belief, pictorial representation of any national leader and martyr for trade and business purposes, scenes erotic in character, obscenity, vulgarity, any other aspect that may offend the sense of decency of the viewing public and such other aspects that is considered objectionable under various Acts and laws of the government shall not be permitted. The Agency will be fully liable for any contravention to the various state and statutory laws relating to telecast of advertisement in LED Display Board and shall be liable for action under the laws of the land.
- d. BDA shall have full discretion to approve or to disapprove the text/display material or to suggest modification to comply with the provisions of the agreement and restrictions mentioned herein above and the decision of BDA will be final and binding on the Agency.
- iv. If and when BDA so desires, it may increase the timings upto 24 hours in a day on any day or for any time period. Advertiser may also be at liberty to request BDA for extension of timings, if the advertiser so desires. Revenue arrangements / time-slots to be worked out accordingly as per 50:50 format as given at clause 5.7 (iii) above.
- v. The Licensee shall have to ensure that all the short films/ Audio Visual brought by them for display on LED Display Board are duly certified by competent film censor Board. They should also obtain license required for the purpose and shall comply with the terms and conditions of such permission. The Agency shall be responsible for all consequences arising on account of rules/ Laws in connection with screening of Audio Visual Films etc. In no case BDA shall be responsible for any such violation of rules/regulations by the Agency
- vi. The selected bidder shall comply with the specific provisions as laid down in the Applicable Acts / Rules / Regulations, etc. including Odisha Municipal Corporation Act & Rules, 2003, BMC regulation of Tax on advertisement, 2006, Bhubaneswar Advertisement Regulation 2015, Odisha Urban Police Act 2003 (as amended up-to-date) and as specified by BDA / BMC / GoO / GoI. from time-to-time.

5.8 EXCLUSIVITY

The successful bidder shall have sole and exclusive right for the implementation of the said project for the time period as defined above.

5.9 FORCE MAJURE

The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or

extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, embargo put by the Government or any Court Of Law / threats from anti national elements / political protests against the project or extortion from anti-social elements, theft, loot or any other situation not envisaged at the time of formulation of this project / tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

5.10 BREACH OF AGREEMENT AND ITS RESTORATION

BDA shall have the right to terminate the agreement and forfeit the performance guarantee amount if the advertiser commits any breach of any of the terms and conditions of this agreement. If agreement is to be terminated, then a notice period is required to serve by a party to other party specifying the reason of termination. The receiver of notice may make a presentation to the other party for non-termination of agreement subject to rectifying the cause of termination. After termination of agreement, it cannot be restored.

5.11 BLACKLISTING AND CANCELLATION

The selected agency, if any time, found engaged in any kind of malpractices including default in payment of monthly advertisement fee regularly or advertising without having requisite advertisement licence or registration shall be liable to be blacklisted in which case his performance guarantee deposit will be forfeited.

5.12 DISPUTES

Any dispute between parties should be referred to the Vice-Chairman of BDA for settlement on mutual understanding through conciliation. In case any dispute remains un-resolved shall be subject to the Civil Court at Bhubaneswar jurisdiction only.

5.13 INTERPRETATION

For interpretation of any clause in the RFP or project functionalities during project execution phase, the interpretation as adopted by BDA shall be final and binding.

5.14 SURRENDER

- a. In the case of surrender of the advertisement contract, the advertiser shall have to give at least 90 days' notice, but not before the lapse of 9 months of start of the contract, so as to enable BDA to examine the notice and to take decision and to make alternative arrangement for running of advertisement for safeguard of BDA's revenue.

- b. In the case of surrender of the advertisement space, Performance Guarantee deposit shall not be adjusted against the advertisement fee of remaining months and shall be either forfeited or refunded.
- c. Forfeiture of Performance Guarantee: In case of cancellation of the contract except for force majeure conditions the performance guarantee shall be forfeited.
- d. In the event of determination of advertisement space, BDA, reserves the right to ask the advertiser to run and maintain the advertisement on the terms & conditions of the agreement or as modified temporarily for a specific period as specified by BDA and in such an event the advertiser shall be bound to run the said advertisement space till the period BDA requires and to handover possession of the advertisement space to BDA as and when asked. Any violation in this behalf shall invite legal/penal action including blacklisting of the advertiser.
- e. Surrender Notice: The bidder to whom the contract for display of advertisement has been awarded may surrender the allotment by giving 90 days' notice in writing provided:
 - i. That the contract has been in force for at least nine months i.e. no surrender notice is permissible during the first nine months of the contract period.
 - ii. That the surrender notice shall not be valid unless up to date dues including notice period are paid up on the date of receipt of such surrender notice.
 - iii. That in case the allottee wants to withdraw the surrender notice, he/she may do so by giving a request in writing provided the request has been received before the re-tender of the said advertisement space(s) and up to date dues including interest, if any, towards the same are deposited.

5.15 UNDERTAKING / AFFIDAVIT

The bidder has to submit an Affidavit declaring therein that the statements made by him and all the facts stated in connection with the tender and documents submitted in this behalf are true and correct to the best of his knowledge and nothing has been concealed there from.

5.16 PAYMENT OF TAXES

The successful bidder has to pay all national / state / local taxes, as applicable, directly to the concerned authority.



CHAPTER 6. ANNEXURES

6.1 ANNEXURE 1: COVER PAGE

COVER LETTER

(On bidder's letter head)

Date:

To,

**Secretary,
Bhubaneswar Development Authority,
Akash Shova Building, Sachivalay Marg,
Bhubaneswar – 751001**

Sub: Request for Proposal for the selection of advertisement agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar.

Sir,

I/We, the undersigned, have carefully examined the referred tender and offer to participate in the same, in full conformity with the said tender along with all the terms and conditions.

I/We understand BDA is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

I/We have enclosed towards EMD a demand draft Number Dated drawn on for INR..... that has been enclosed with this letter.

I/We have enclosed towards Tender fee a demand draft/pay order Number Dated drawn on for INR..... that has been enclosed with this letter.

Signature.....

Designation.....

NB: BDA reserves the right to make any change in the document anytime for which the decision of the VC,BDA shall be final and binding on the bidder/licensee. At the time of the tender this document shall be signed by the bidder and submitted along with the prescribed tender form as proof of acceptance of all terms & conditions of licensee agreement in the event of the bidder being successful in the process.

DECLARATION/UNDERTAKING:



I/we have gone through and understood the contents of this tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of allotment annexed herewith which I/we shall abide by. I/We agree to the allotment of contract for display of advertisement at the allotted site is being made on "as is where is "basis and accept all the terms and condition of the tender and shall be bound by the conditions given in the document.

Seen and accepted.

Signature of the Authorized Signatory

(With Office Rubber Stamp)



6.2 ANNEXURE 2: FORMAT OF PROJECT DATA SHEET

Basic information about bidder:

1.	Name of the applicant	
2.	Registration (trade licence) no.	
3.	Correspondence address	
4.	Contact mobile number and email id	
5.	Name of person(s) to be contacted for clarification	
6	Numbers of Years of experience (Supporting documents to be submitted)	

Certified that the information given above is correct to the best of my knowledge.

Signature of authorized signatory with seal:

Date:



6.3 ANNEXURE 3: FORMAT OF FINANCIAL BID

FORMAT FOR FINANCIAL BID

(On bidder's letter head)

To,

Secretary,
Bhubaneswar Development Authority,
Akash Shova Building, Sachivalay Marg,
Bhubaneswar – 751001

Sub: Financial Proposal for the selection of advertisement agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar.

Dear Sir,

With reference to the invitation to Bid No. Dated for the above-mentioned tender, we hereby offer our rates as per the scope of work mentioned in the bid documents. We understand that the Competent Authority is not bound to accept the highest offer and reserves the right to reject any or all offers without assigning any reason. The financial rates are detailed as under:

Location of LED Display Board	Minimum Reserve Price	Monthly Advertisement Fee quoted Rs. (in figures)	Monthly Advertisement fee quoted (in words)
9 Locations	Rs. _____ Lakhs/Month		

Thanking you,

Signature of Authorized Signatory with Seal.....

Date.....

6.4 ANNEXURE 4: AFFIDAVIT

Terms & conditions and important instructions for the selection of advertisement agency for the Advertisement Space rights on LED based Display Boards at various locations in the city of Bhubaneswar.

1. Period

The terms & conditions will be applicable in respect of display of advertisement on the LED Display Boards at the different locations of Bhubaneswar area and shall be valid for a period of 1 (One) years from the date of commencement of the contract with an increase in the monthly advertisement fee by 10% in the 2nd year.

2. Gestation period

The initial period of **SEVEN DAYS** from the date of allotment of the contract, shall be allowed for the commencement of work, which shall not be extendable under any circumstances. The Monthly Advertisement Fee (MAF) shall be payable by the advertiser with effect from the date of agreement. In this regard, the decision of BDA shall be final and binding.

3. Participation in tender

The Agencies meeting the eligibility criteria of RFP shall be eligible to participate in the tender. The intending bidders will be required to submit a copy of these terms & conditions duly signed on each page. Incomplete, conditional or bids without requisite Earnest Money Deposit & RFP fee are liable to be rejected summarily.

4. Description of Advertisement Space

Advertisement will be displayed only at the allotted spaces. The intending tenderer shall inspect the LED Display Boards before submitting tenders and may obtain clarification, if any, regarding the advertisement space, before offering bid for the same. No objection / grievance / dispute, in this behalf, shall be entertained subsequent to submission of the tender.

5. Allotment

The recovery of advertisement fee will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the contractor/operator fails to remove the display from the allotted space, if any, any unauthorized advertisement is displayed at the allotted space, BDA shall have the right to cause such display to be removed for which the contractor/operator or the unauthorized displayer, as the case may be, shall have no right to claim any damages.

6. Deposit of Advertisement Fee

The advertising agency shall deposit advertisement fee in advance through demand draft on or before the 10th of every month. The advertisement fee for 3 (three) months will be kept as

advance in shape of post-dated cheques. If any advertisement on the advertisement space is found to be displayed without payment of advance advertisement fee, the same shall be liable to be removed by BDA at the risk and cost of the advertiser. All correspondence and payments should be made in the Office of Secretary, BDA against proper receipt.

7. Non-payment of Advertisement Fee

If the payment is not made in the manner stipulated in clause No.6 above, the late fee/interest at the flat rate of 2% per month (compounding) is liable to be charged from the advertiser on the unpaid amount even if the delay is for a part of the month. In case the payments on account of advertisement fee and late fee/interest, if any, are not received by the 10th of the succeeding month, the contract is liable to be terminated, security deposit forfeited and the BDA or any other authorized officer, may get the display removed and advertiser shall not be entitled to any rebate or compensation in this regard.

8. Responsibility of advertisement spaces

BDA shall not be responsible for damage of advertisement by the advertiser or for any temporary obstruction caused to the advertisement. It shall be primary responsibility of the agency to safeguard and protect their site.

9. Non Transfer of advertisement rights

The advertiser in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the Secretary, BDA or any other officer authorized by him/her in this behalf in writing.

10. Display of advertisement only at allotted space

The agency shall be display only commercial advertisement at the allotted space and position as may be determined by BDA. BDA will not permit any outsider for displaying of any advertisement on the LED Display Boards except the Central Govt./ State Govt./ Corporation/undertakings of Govt. for any welfare/ Govt. programme. BDA will have exclusive right for recovery of advertisement fee from any advertisement.

11. Rules and Regulations needs to be followed

The selected bidder shall comply with the specific provisions as laid down in the Applicable Acts / Rules / Regulations, etc. including Odisha Municipal Corporation Act & Rules, 2003, BMC regulation of Tax on advertisement, 2006, Bhubaneswar Advertisement Regulation 2015, provisions of Odisha Urban Police Act 2003 (as amended up-to-date) and as specified by BDA / BMC / GoO / GoI from time-to-time.

12. Responsibility of the Advertiser

The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard BDA in respect of any such claim or claims..

13. Statement of Account of advertisements displayed.

The advertiser shall maintain proper record of the advertisements displayed by him and produce the same on demand before the Secretary, BDA or any other officer authorized by him in this behalf. The advertiser shall also submit monthly statement showing the number of advertisement displayed during the preceding month, at the time of payment of Advertisement fee to BDA.

14. Matter of Advertisement

The advertiser shall ensure that the advertisement displayed is not indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the applicable rules and regulations or as specified in Clause No.5.7 (iii). The decision of the Secretary, BDA or any other officer authorized by him in this respect shall be final. The agency shall get approval from BDA before display of the advertisement.

15. Shifting and removal

The Secretary, BDA or any other officer authorized by him shall have the right to have the advertisement space shifted or removed without assigning any reason for which no rebate shall be claimed.

16. Loss to BDA

The advertiser shall be bound to indemnify and reimburse the BDA for all claims, demands, loss, charges, cost and expenses which it may have to incur or which accrue on account of infringement of any of these conditions by the advertiser.

17. Reservation of Advertising time slot

As specified by BDA, 50% of the advertising time slot shall be reserved for advertising social message, awareness campaigns etc. The advertiser may display advertisement when no authorized display from BDA is available. The payment for monthly advertisement fee shall be adjusted on pro rata basis.

18. Interpretation

In case of any dispute, concerning interpretation of the clauses of agreement to be executed with the highest bidder, the matter shall be referred to the Secretary, Bhubaneswar Development Authority whose decision shall be final, binding and conclusive on both the parties.

19. Breach of conditions

In case of breach of any condition, as referred to above, or in the case of contravention of any of the provisions contained in the Odisha Municipal Corporation Act or the Bye-laws framed there under or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled and/or revoked. The Secretary, BDA or any other officer authorized by him shall cause the advertisement to be removed without any compensation whatsoever, beside forfeiting the deposits and recovering the loss caused to BDA. The advertisement space may be allotted to any other advertiser at the risk and cost of the defaulting advertiser.



DECLARATION I/We declare that I/We have read and understood the above terms and conditions for the allotment of display rights relating to advertisement space on LED Display Boards at various locations in the city of Bhubaneswar and in token of acceptance of the same, have initialled each page. I/We undertake to abide by the said terms and conditions. I/We are major on the date of making this declaration. I/We further undertake that I/we are bound to clear the outstanding dues, if any, during the contract period and that I have not suppressed any facts and/or furnished any wrong/ misleading facts and in case of such, my bid/ agreement/ communications shall stand cancelled at my cost and risk.

Signature of the Advertiser and Seal.....