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MUNICIPAL OFFICE: JEYPORE

Main Road, Jeypore Dist. Koraput, Odisha e-Mail : ulbjeyepore@gmail.com



Letter No. 3709/JM  
Date: 24 August 2021

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF ADVERTISING AGENCY FOR THE ADVERTISEMENT SPACE RIGHTS ON LED BASED DISPLAY BOARD AT RAJA PALACE LOCATION IN JEYPORE.**

Jeypore Municipality invites tender for selection of Advertising Agency for Advertisement Space Rights on LED based Display Board at Raja Palace in Jeypore.

1. The detailed RFP document can be obtained from office of the undersigned on payment of Bid Document Cost of Rs. 5,000/- (Rupees five thousand) only
2. RFP document can be viewed for reference in this office website [www.jeyeporemunicipality.in](http://www.jeyeporemunicipality.in) and [www.koraput.nic.in](http://www.koraput.nic.in)
3. Bids should be submitted through regd / speed post addressed to Executive Officer, Jeypore Municipality.
4. Published Date and time 25/08/2021
5. Bid Document selling and submission Start Date 26/08/2021
6. Bid Submission End Date and time 06/09/2021 at 3.00 PM
7. Bid Opening Date and time 07/09/2021 at 4.00 PM in the office of the undersigned.

  
Executive Officer,  
Jeypore Municipality  
Date: 24/8/2021

Memo No. 3710

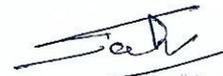
Copy Submitted to the Joint Director (Adv), I & PR Department, Odisha, Bhubaneswar with a request to publish the advertisement in two widely circulated daily news paper on 25/08/2021.

  
Executive Officer,  
Jeypore Municipality

Memo No. 3736

Date: 25/8/2021

COPY Submitted to the officer incharge, NIC, Koraput with a request to upload the RFP (enclosed) and this advertisement on the district portal.

  
Executive Officer  
Jeypore Municipality

RFP No. 3737/J M

Date: 25/08/2021

## **REQUEST FOR PROPOSAL (RFP)**

Selection of Advertising Agency for the Advertisement Space rights on LED based Display Boards at Raja Palace location in Jeypore

  
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## DISCLAIMER

Jeypore Municipality 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 Jeypore.

While JEYPORE MUNICIPALITY has taken due care in the preparation of the information contained herein and believe it to be accurate, neither JEYPORE MUNICIPALITY 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.

JEYPORE MUNICIPALITY 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.

  
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# CHAPTER 1. ABOUT THE PROJECT

## BACKGROUND

Jeypore Municipality has installed, Testing, commissioning & maintaining of outdoor LEDs Display Boards at Raja Palace Junction, Jeypore, 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

### RAJA PALACE JUNCTION, JEYPORE

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

## OBJECTIVE

JEYPORE MUNICIPALITY invites bids from eligible bidders who meet the eligibility criteria for the role of Advertising agency. JEYPORE MUNICIPALITY is inviting reputed and established advertising agencies/companies to manage advertising space rights on the LED Display Boards located at various prominent points in Jeypore. The revenue generated through advertising will be that of an advertisement firm and the firm would have to pay a fixed monthly amount to JEYPORE MUNICIPALITY in the form of an authorization fees on LED Billboard basis for the use of the advertising space for 14 hours per day, out of 14 hours (10 hours as idle time). Out of 14 hour time slot, 2 hours the advertisement space will be utilized by JEYPORE MUNICIPALITY for displaying welfare/Govt. programmes by the Central Govt. / State Govt. / Corporation/undertakings of Govt.

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

  
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## CHAPTER 2. INSTRUCTIONS TO BIDDERS

### SCHEDULE OF BID PROCESS

**Table 2: Details of Bidding Schedule**

Particulars	Time & Date
On line and off line Publication of Advertisement and RFP documents	26/08/2021
Last Date Of Submission of bid	06/09/2021 by <b>3.00 P.M.</b>
Date of opening of bid	07/09/2021 at <b>4:00 PM</b> in the Conference Hall of JEYPORE MUNICIPALITY.

### INSTRUCTION FOR BID SUBMISSION

#### 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 Jeypore 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.

#### Cost of RFP Document

The complete RFP document can be purchased from office of the undersigned or downloaded from [www.jeyporemunicipality.in](http://www.jeyporemunicipality.in) and [www.koraput.nic.in](http://www.koraput.nic.in) for which the requisite Fee of INR 5,000/-/- (Rupees five thousand only) inclusive of GST, shall be deposited at Cash Counter of Jeypore Municipality or in shape of demand draft drawn in favour of Executive Officer, Jeypore Municipality along with submission of the application. Any bid without the fee of RFP document shall be summarily rejected.

  
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### **Earnest Money Deposit (EMD)**

Earnest Money Deposit (EMD) of INR 40,000/- (Rupees forty thousand Only), in shape of Demand Draft (DD) from any scheduled commercial bank in favour of Executive Officer, Jeypore Municipality to be furnished by the bidder along with the Technical Bid.

Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed.

Unsuccessful bidder's EMD will be returned within 30 days from the date of execution of the agreement between JEYPORE MUNICIPALITY and the successful firm. No interest will be paid on EMD. The EMD may be forfeited:

- a. if the Bidder withdraws its Bid during the period of validity of the Bid.
- b. if the bidder does not respond to request for clarification on its Bid.
- c. if the bidder fails to provide required information during the evaluation process.
- d. in case of a successful bidder, if the bidder fails to sign the agreement.

### **Performance Guarantee / Security Deposit**

During initiation of the contract agreement the selected bidder shall deposit a demand draft in favour of Executive Officer, Jeypore Municipality payable at Jeypore for an amount equivalent to total 1 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.

### **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.

- i. Bid Application in Format given at ANNEXURE- 1
- ii. Information of Bidder as per ANNEXURE- 2
- iii. A copy of his/their PAN Card/(s) & GST Registration;
- iv. Demand Draft of an amount, as mentioned in clause 2.2.3, as Earnest Money Deposit (EMD).

  
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JEYPORE MUNICIPALITY

- v. Fee of INR 40,000/- (Rupees forty Thousand only) inclusive of GST, as RFP document cost.
- vi. Document fee money receipt
- 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 annual turnover for the preceding 3 financial years ending with 2020-21.
- 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 Jeypore".**

**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 Jeypore".**

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

**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 Jeypore".**

- ii. The inner & outer envelope shall be addressed to Executive Officer, JEYPORE MUNICIPALITY, Jeypore at the following address:

  
**EXECUTIVE OFFICER**  
**JEYPORE MUNICIPALITY**  
**JEYPORE**

## TERMS & CONDITIONS

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

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

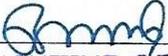
- JEYPORE MUNICIPALITYs operators shall be responsible to run the approved contents in the LEDs Display Board.
- The agency shall provide the content to JEYPORE MUNICIPALITY for approval and display at the designated LED display board.
- The agency shall be held responsible for providing any content 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 JEYPORE MUNICIPALITY informed of change in his address, change in constitution etc. The intimation of change of address shall be given to JEYPORE MUNICIPALITY for necessary amendments in the agreement. Otherwise a communication sent at the address given to JEYPORE MUNICIPALITY 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. JEYPORE MUNICIPALITY will co-operate with the advertiser in clearing the obstruction for clear visibility of advertisement displays wherever and whenever required. JEYPORE MUNICIPALITY 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.

### 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. JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY 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

  
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the scope of work. No bidder can hold JEYPORE MUNICIPALITY responsible for non-understanding of the scope of work. Bidders are free to visit the location of the LED Display Board to understand the advertisement space availability.

### **Penal Action**

The Advertiser shall have to abide by all the relevant existing/future applicable Act / Rule / regulations. JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY shall be final and binding to all.

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

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.

JEYPORE MUNICIPALITY shall reserve the right to carry out day to day inspections by any official of JEYPORE MUNICIPALITY 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.

### **Premature closure of contract:**

In case of implementation of any new comprehensive advertisement policy for Jeypore or any direction by Court of law or advertisement being required by Government / Corporation, JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY.

  
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## CHAPTER 3. BID SUBMISSION PROCEDURE

### 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.

### 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 Board in Jeypore ", containing two sealed envelopes, one for "Technical Bid"; second for 'Financial Bid', duly super scribed – Tender Name, Qualificationbid/ Financial Bid & Opening Date and name / address of the bidder to ensure that the documents are returned at correct addresses for unsuccessful bids.

### 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 initialed 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.

  
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## REJECTION OF BIDS

That JEYPORE MUNICIPALITY 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. JEYPORE MUNICIPALITY 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. 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.
- c. 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.
- d. Failed to provide clarifications related thereto, when sought;
- e. Any delay in receipt of bid documents through registered post / courier/ speed post shall render the bid invalid.
- f. 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.
- g. The Qualification Bid proposal should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.
- h. 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

  
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## CHAPTER 4. EVALUATION OF BID

### 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 is Rs. 1,00, 000/- per month and the selected agency shall bear the electricity charges
- 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 JEYPORE MUNICIPALITY 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.

  
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## CHAPTER 5. POST SELECTION ENGAGEMENT

### 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.

### PERFORMANCE GUARANTEE/ SECURITY DEPOSIT

- i. The Successful bidder shall give a Performance Guarantee in the form of Demand Draft for an amount equivalent to total 1 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.

### 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.

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.

  
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## **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 JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY.

## **AGREEMENT TO BE EXECUTED**

The successful bidder shall execute an agreement with JEYPORE MUNICIPALITY in the format to be supplied by the JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY shall be initiated and offer by JEYPORE MUNICIPALITY shall be deemed to have been cancelled.

## **SHARING OF TELECAST TIMINGS & CONTRACTOR'S COMMERCIAL ADVERTISEMENT**

- i. The LED Display Board shall function for duration of 14 hrs during the day and out of 14 hours 02 hours shall be shared for JEYPORE MUNICIPALITY for displaying welfare/Govt. programmes by the Central Govt. / State Govt. / Corporation/undertakings of Govt..
- ii. 12 hours 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.

  
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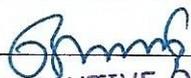
- b. The Agency must submit the text of advertisement and materials to be displayed such as slides, films, video clips, etc. to the JEYPORE MUNICIPALITY well in advance for approval before publicscreening.
  - c. Advertisements pertaining to cigarettes, tobacco, wines, alcoholic drinks, prohibited drugs, 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. JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY will be final and binding on the Agency.
- iii. If and when JEYPORE MUNICIPALITY 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 JEYPORE MUNICIPALITY for extension of timings, if the advertiser so desires. Revenue arrangements / time-slots to be worked out accordingly.
- iv. 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 JEYPORE MUNICIPALITY shall be responsible for any such violation of rules/regulations by the Agency
- v. 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, Rules on Tax on advertisement, 2006, Odisha Urban Police Act 2003 (as amended up-to-date) and as specified by JEYPORE MUNICIPALITY / GoO / GoI. from time-to-time.

## EXCLUSIVITY

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

## 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

  
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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.

### **BREACH OF AGREEMENT AND ITS RESTORATION**

JEYPORE MUNICIPALITY 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.

### **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.

### **DISPUTES**

Any dispute between parties should be referred to the Executive Officer of JEYPORE MUNICIPALITY for settlement on mutual understanding through conciliation. In case any dispute remains un-resolved shall be subject to the Civil Court at Jeypore jurisdiction only.

### **INTERPRETATION**

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

### **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 JEYPORE MUNICIPALITY to examine the notice and to take decision and to make alternative arrangement for running of advertisement for safeguard of JEYPORE MUNICIPALITY's revenue.

  
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- 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, JEYPORE MUNICIPALITY, 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 JEYPORE MUNICIPALITY and in such an event the advertiser shall be bound to run the said advertisement space till the period JEYPORE MUNICIPALITY requires and to handover possession of the advertisement space to JEYPORE MUNICIPALITY 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.

## **PAYMENT OF TAXES**

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

  
EXECUTIVE OFFICER  
JEYPORE MUNICIPALITY  
JEYPORE

## CHAPTER 6. ANNEXURES

### ANNEXURE 1: COVER PAGE

#### COVER LETTER

(On bidder's letter head)

Date:

To,

**The Executive Officer,  
Jeypore Municipality**

**Sub: Request for Proposal for the selection of advertisement agency for the Advertisement Space rights on LED based Display Board in Jeypore.**

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 JEYPORE MUNICIPALITY 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 pay receipt/draft Number ..... Dated ..... for INR..... that has been enclosed with this letter.

**Signature.....**

**Designation.....**

NB: JEYPORE MUNICIPALITY reserves the right to make any change in the document anytime for which the decision of the VC, JEYPORE MUNICIPALITY 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.

  
**EXECUTIVE OFFICER  
JEYPORE MUNICIPALITY  
JEYPORE**

**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)**

  
EXECUTIVE OFFICER  
JEYPORE MUNICIPALITY  
JEYPORE

## 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:

  
EXECUTIVE OFFICER  
JEYPORE MUNICIPALITY  
JEYPORE

### ANNEXURE 3: FORMAT OF FINANCIAL BID

#### FORMAT FOR FINANCIAL BID

(On bidder's letter head)

To,

The Executive Officer,  
Jeypore Municipality

Sub: Financial Proposal for the selection of advertisement agency for the Advertisement Space rights on LED based Display Board at Jeypore.

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)
One location	Rs.1,00,000.00/Month		

Thanking you,

Signature of Authorized Signatory with Seal.....

Date.....

  
EXECUTIVE OFFICER  
JEYPORE MUNICIPALITY  
JEYPORE