

**MUNICIPAL CORPORATION, FARIDABAD: TENDER FOR  
CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS  
ON BOT BASIS FOR TEN (10) YEARS.**

**INFORMATION BOOKLET**

**AMENDED TENDER DOCUMENT**

**NIT NO. 2 of MCF/CE/2012/264**

**TENDER FOR CONSTRUCTION OF FOOT  
OVER BRIDGE AND ADVERTISING RIGHTS  
ON BOT BASIS FOR TEN YEARS.**



**MUNICIPAL CORPORATION FARIDABAD**

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## **A. TENDER DOCUMENT**

## **B. DRAFT LICENSE AGREEMENT**

**Tender Document No.MCF**

**COSNTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS.**

Name and address of the bidder to whom issued:

Date of issue:

Issued by:

(Name, Designation and signature):

## DISCLAIMER FOR TENDER DOCUMENT

1. The Tender document (Tender Document + Draft License Agreement) is available for bidding. The bidder has to submit through Demand Draft/Pay Order or by cash a sum of **Rs. 10,000/-** in favour of 'Commissioner, Municipal Corporation Faridabad', towards cost of Tender Document.
2. Earnest Money amounting to **Rs. 5.00 Lacs (Ten lacs only) is also to be deposited at the time of submission of tender documents.**
3. The bidders are requested to get in touch with Executive Engineer (JNNURM) for all updates on the tender such as addendums, replies to queries, postponement of tender schedules etc. No claims or compensation will be entertained on account of the bidder having not read/noticed the updates, etc.

## TENDER SCHEDULE

### COSNTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS

The tender schedule is given below:

Sl.	Activity	Date And Time (IST)	Venue
<i>i</i>	Sale of Tender Document	30.05.2012 Upto 03.00 PM on	O/o Commissioner, Municipal Corporation, Faridabad Near B.K. Chowk, NIT Faridabad-121001.
<i>ii</i>	Pre-bid Meeting	On 15.05.2012 at 3:00 PM	
<i>iii</i>	Last date for submission of Tender	30.05.2012 Upto 03.00 PM on	
<i>iv</i>	Opening of Technical Bid	30.05.2012 Upto 3.30 PM	
<i>v</i>	Opening of Financial Bid	Shall be intimated later on.	

All correspondence with respect to this tender, clearly marked "*Reference:* TENDER FOR THE COSNTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS" **may be addressed to:**

**Commissioner  
Municipal Corporation Faridabad  
Tel: +91(129) 2416464,  
Fax: +91(129) 2416465**

**Cost of Document Rs.10,000/- ( Non refundable.)**

Demand Draft should be drawn on any Scheduled commercial bank in favour of "Commissioner, Municipal Corporation Faridabad". Do not tamper, alter or change the contents of the document. If at any time it is found that the document has been tampered, altered, modified or changed, necessary applicable action, including legal will be taken against the said party, besides forfeiture of all submissions to MCF.

**INSTRUCTIONS TO BIDDERS**

1. Bidders are to quote their rates group wise as mentioned in Performa of financial bid.
2. Bidders are required to **read carefully the contents of this document including Technical Capabilities.**
3. The bidder shall submit their document in three envelopes:-  
Envelops 1 – EMD  
Envelops 2 - Technical Bid  
Envelops 3 - Financial Bid
4. Bidders are to complete the tender form and provide all the other documents/information in sufficient detail. The completed tender application form and other documents must be prepared and submitted in original, and must be so marked. Submittals from bidders will be evaluated on the basis of their experience and their technical, administrative and financial capability to perform the contract. Poor past performance record such as abandoning of works; not properly completing contracts; litigation history, financial failure etc. may lead to rejection.
5. **The agency is advised to inspect and examine the sites and its surroundings and satisfy them selves before submitting their offer. A bidder shall be deemed have full knowledge of the site whether he inspect is or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity, access all facilities for workers and all other services required for executing the work and running/maintaining of the facility."**
6. All documents must be in English language and each page of the **Tender Application Form** must be duly completed. **Each page of the tender document must be signed, numbered & stamped as a token of acceptance of the terms & conditions of the Contract. Any unsigned and unstamped document will not be considered.**
7. Only the successful bidder will be informed of the result. The bidder hereby acknowledges and agrees that MCF will not be obliged to discuss any aspect of the tender process.

8. **Bidders should note clearly the last date and time of submittal of the tender applications. No late or delayed applications will be accepted.** Bidders are reminded that no supplementary material will be entertained by MCF. However MCF may, if necessary, at its sole discretion ask for any clarification regarding the submitted tender and/or other documents.
9. Bidders and/or successful bidder who are/is found to have made any misleading or false representations in the tender including any statements, attachments, document, Performa's & annexure submitted as proof of the requirements, shall be disqualified.
10. Design of the Foot - Over Bridge to be submitted by the successful bidder with all the technical details within 60 days from the date of signing of agreement for approval from MCF. MCF will revert within 10 working days from such submission.

Following criteria be considered before submission of the design of the proposed Foot-over-bridge

- **Location of Foot Over Bridge:-** The foot over bridge are to be constructed at (i) between Neelam Chowk & B.K. Chowk, (ii) Near Dayanand College for women at BK to KC road, (iii) Between NH 1+2 Chowk & Hardware Chowk, NIT Faridabad.
- Length of Foot-Over-bridge (FOB) will be as per the width of the roads/ area available at each site/ location
- Electrical details/ design will be as per the norms of electrical department
- Lift and escalator are not to be provided.
- Width of the FOB & stairs would be 2.5 mtr minimum.
- Structure design / drawing with complete foundation to be submitted by the successful bidder duly vetted by IIT/ NIT.
- Advertising space can be utilized outside/ inside of the walls of the FOB. The height of advertisement display panel would not be more than 3 mtrs. The display of advertisement will be allowed 1100mm above the path pay of foot over bridge.
- Height of FOB would be as per standard norms of NHAI/ IRC.
- Regular/ preventive Maintenance of the FOB is obligatory on the part of successful bidder.
- No, new advertisement structures will be allowed within 100 meters of foot over bridge on both sides. However, the existing approved structures will be not be removed.
- If any foot over bridge is not constructed due to administrative reasons, the advertisement fee will be deducted proportionately i.e. 1/3<sup>rd</sup> fee will be deducted for one foot over bridge.
- Advertisement fee will be paid quarterly in advance. After two years of signing of agreement.

- The location of foot over bridge may be shifted within 500 meters of the locations mentioned in tender document.
11. The successful bidder shall have to ensure the following within 15 days of issue of letter of acceptance to avoid cancellation of acceptance.
    - I. Payment of balance security deposit / Performance guarantee
    - II. Payment of any other dues as may be indicated in the letter of acceptance.
    - III. Submission of both affidavits on stamp papers (Non-Judicial) of Rs. 100/- each.

**A : TENDER DOCUMENT**

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## **SECTION 1: PROJECT BACKGROUND**

### **1.1 INTRODUCTION**

Govt. of Haryana has framed Haryana Municipalities Outdoor Advertisement Policy 2010 vide Notification No. 3/4/2006-R-1 dated 16.02.2010. Municipal Corporation, Faridabad has decided to float a tender under the said policy and amendments made by House of the Corporation to adopt the same for the allotment of advertising rights on Foot Over Bridge for a period of 10 years.

### **1.2 SCOPE OF WORK**

1.2.1 The licensee shall install the structures for Foot Over Bridge and for Advertisement as mentioned under this tender document as detailed in Section-A for a period of TEN YEARS as per following detail.

- a. Signing of Contract Agreement within 15 days from the date of issue of Letter of Allotment (LOA).
- b. Period of construction of foot over bridge will be four months from the date of signing of agreement or Four months Fifteen days from the date of issue of LOA whichever is less.
- c. Period of contract will be TEN YEARS from the date of signing of agreement

#### **Duration:**

License period shall be for TEN YEARS as per following detail.

- a. Signing of Contract Agreement within 15 days from the date of issue of Letter of Allotment (LOA).
- b. Period of construction of Foot Over Bridge will be Four months from the date of signing of agreement or Four months Fifteen days from the date of issue of LOA whichever is less.
- c. Period of contract will be TEN YEARS from the date of signing of agreement.

Design of the Foot - Over Bridge to be submitted by the successful bidder with all the technical details within 60 days from the date of signing of agreement for approval from MCF. MCF will revert within 10 working days from such submission.

Following criteria be considered before submission of the design of the proposed Foot-over-bridge

- **Location of Foot Over Bridge:-** The foot over bridge are to be constructed at (i) between Neelam Chowk & B.K. Chowk, (ii) Near Dayanand College for women at BK to KC road, (iii) Between NH 1+2 Chowk & Hardware Chowk, NIT Faridabad.
- Length of Foot-Over-bridge (FOB) will be as per the width of the roads/ area available at each site/ location
- Electrical details/ design will be as per the norms of electrical department
- Lift and escalator are not to be provided.
- Width of the FOB & stairs would be 2.5 mtr minimum.

- Structure design / drawing with complete foundation to be submitted by the successful bidder duly vetted by IIT/ NIT.
- Advertising space can be utilized outside/ inside of the walls of the FOB. The height of advertisement display panel would not be more than 3 mtrs. The display of advertisement will be allowed 1100mm above the path pay of foot over bridge.
- Height of FOB would be as per standard norms of NHAI/ IRC.
- Regular/ preventive Maintenance of the FOB is obligatory on the part of successful bidder.
- No, new advertisement structures will be allowed within 100 meters of foot over bridge on both sides. However, the existing approved structures will be not be removed.
- If any foot over bridge is not constructed due to administrative reasons, the advertisement fee will be deducted proportionately i.e. 1/3<sup>rd</sup> fee will be deducted for one foot over bridge.
- Advertisement fee will be paid quarterly in advance. After two years of signing of agreement.
- The location of foot over bridge may be shifted within 500 meters of the locations mentioned in tender document.

**Important Notes:-**

- 1. The licensee shall construct foot over bridge on the earmarked sites by MCF. Any violation shall result in immediate cancellation of the contract without any prior notice.**
- 2. Concessionaire to incur all expenses: The Concessionaire shall incur all expenses related to installation, erection, Civil Construction, Electrical Installation of the media and Structural work designed by Structural Engineer and approved by MCF. Under No circumstances MCF shall bear any charges related to the installation and erection and maintenance of the media. The Concessionaire shall have to get the structural plans approved from Indian Institute of Technology (IIT) or National Institute of Technology (NIT) duly okeyed by MCF, at his own cost.**
- 3. The agency is advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their offer. A bidder shall be deemed have full knowledge of the site whether he inspect is or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all**

**materials, tools and plants, water, electricity, access all facilities for workers and all other services required for executing the work and running/maintaining of the facility.**

## **SECTION 2: GENERAL TERMS AND CONDITIONS**

### **2.1 TECHNICAL QUALIFICATION CONDITIONS**

#### **2.1.1 TECHNICAL AND FINANCIAL QUALIFICATION CONDITIONS**

The bidder can be an individual (except minor), a Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956 or a joint venture/consortium of companies at least one of which should be a registered advertiser with MCF. The bidder should be legally competent to enter into contract as per prevailing laws. Only those bidders meeting both the following capability criteria will be “Technically Qualified” for the project and will be considered further.

#### **(i.) Technical Capability**

- Should have experience of running or managing advertisement job of at least 2 years.

#### **(ii.) Financial Capability**

- (i.) Annual average turnover of at least Rs. 1 Crore (Rs. One Crore) in the last Three YEARS ending **31<sup>st</sup> March of previous financial year** as per the audited annual report and balance sheet statements certified by the Statutory Auditor.
- (ii.) Net worth of atleast Rs. 2 Crores. In case of a partnership/Joint venture/Consortium the net worth will be the weighted arithmetic mean of the Net Worth of partners with their %age shares in the partnership/ Joint Venture / Consortium taken as the weights.
- (iii.) **The bidder shall have to furnish an affidavit on Non Judicial Stamp paper of Rs. 200/- duly attested by a Notary Public indicating that he/she has not been debarred blacklisted by MCF or by any other Municipal Corporation of India or by any Department/Board/Corporation of Govt. of India or of any State Govt. or any PSU”**
- (iv.) **The bidder is required to submit an undertaking that they will give full compliance to all Technical Parameters of Haryana Municipalities Outdoor Advertisement Policy 2010.**

## **2.1.2 Explanations for the purpose of Technical Qualification**

2.1.2.1 The bidder must submit completion certificate for each of the experience claimed issued by the client and adequate documentation (like certification from clients, letter of acceptance, agreement etc.) for running contracts.

2.1.3. Net Worth will be calculated as follows:

- a. In case of a Company, Net worth = (Paid up Share Capital) + (Reserves and Surpluses) - (Revaluation of Reserves + Intangible Assets + Miscellaneous expenditure to the extent not written off + Accumulated Losses).
- b. Any other asset/liability appearing in the Balance sheet and contingent liabilities affecting the Net worth shall be taken into account by MCF to compute the net worth.
- c. In case of a Partnership firm net worth = the contribution by each partner taken together in the capital of the firm - (Accumulated Losses + Intangible Assets + any other expenditure to the extent not written off).
- d. In case of Proprietorship, the net worth = capital of the proprietor + profit – (Accumulated Losses + Intangible Assets + any other expenditure to the extent not written off).
- e. Individual Net worth statement should be certified by a Chartered Accountant only and in the case of companies by the Statutory Auditor of the company only.

2.1.4.3 The Bidder must submit Audited Annual Reports, Balance Sheet and Profit Loss Accounts with Schedules forming part of annual accounts of the last 3 (three) years. In case of a Consortium, the audited annual reports alongwith schedules of each relevant member of the consortium for last Three Years shall be submitted.

## **2.2 BIDS BY CONSORTIUM**

In case of a Bid by a Consortium of firms:

2.2.1 There can be a maximum of only three members in a Consortium.

2.2.2 The Technical Financial capabilities of only those members with equity stake equal to or greater than 26% in the Consortium shall be considered relevant for evaluation (Relevant Members). It is clarified that the technical experience and financial capabilities of any other group company, or holding company or subsidiary company of any bidder/ consortium member shall not be considered for evaluation unless such company is also a part of the consortium with minimum 26% stake in the shareholding of the Consortium.

2.2.3 The Consortium as a whole must satisfy both the Technical and Financial

capability requirements given in Clause 2.1.1 and 2.1.3

2.2.4 Each consortium must specify the proposed equity shareholding nominate a Lead Member of the Consortium. This shall be enshrined in the Memorandum of Agreement (MOA) signed by all Consortium members and submitted along with this bid as per annexure 8.

2.2.5 If the successful bidder is a consortium of firms, the License Agreement shall be signed with entire Consortium i.e. all the Consortium Members shall be party to the License Agreement. The Consortium may be allowed to promote and incorporate a Special Purpose Company (SPC) to implement the Project, subsequent to the signing of the License Agreement but the SPC need not be a party to sign the Agreement. However, before floating an SPC the Consortium shall have to furnish Power of Attorneys by all the members of the consortium in favour of their officials to enter into the MOU for the SPC. The SPC can be permitted only by way of convenience to the consortium members, without in any way affecting the obligations and responsibilities of the consortium members. For the functional aspects the SPC will become the operating company of the Project, but the Consortium members shall continue to be responsible and liable for due performance of all the obligations and responsibilities assumed by them under the Agreement.

2.2.6 There will be no change in the Consortium's proposed shareholding structure in the submitted tender, till the Completion of the project. If there are changes in the Consortium structure before completion, the bidder/ licensee must take prior approval of MCF. MCF reserves the right not to give such approval. No claim compensation or damages on this account will be entertained by MCF.

2.2.7 The Relevant Members of the Consortium shall together maintain a minimum equity stake of 51% of the aggregate shareholding of the Special Purpose Company at all times. Any deviation from the above shareholding structure shall expressly be with the prior consent of MCF. Further, any change in the equity shareholding pattern of the Special Purpose Company during the license period resulting in a change in management control shall be notified to MCF and prior permission taken which will not be unreasonably denied. As and when the SPC is created and entrusted the task of implementing the project, the constitutional documents of the SPC and Board Resolutions authorizing the execution, delivery and performance of such tasks will have to be submitted to MCF.

2.2.8 All members of the Consortium shall be liable jointly and severally, for the execution of the project in accordance with the terms of the License Agreement.

2.2.9 Any individual bidder or a member of a Consortium bidding in this tender cannot be a member in an other consortium and participate in this tender.

## **2.3 ASSIGN ABILITY AND ENCUMBRANCES**

2.3.1 Except for the sub-licensing the use of the built space, facility as per the terms of this Agreement, the successful bidder (Licensee) shall not assign any of its rights or interest in this License Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

2.3.2 Under no circumstance, the sites shall be mortgaged, charged or otherwise any lien (including negative lien), charge or encumbrance be created or agreed to be created in favour of any person, including Lenders | Financial Institution(s) / Banks etc.

## **2.4 STATUTORY CLEARANCES**

2.4.1 The licensee shall comply with and abide by the judgments passed from time to time by the Hon'ble Supreme Court of India or the Hon'ble Punjab & Haryana High Court having hearing upon the subject of display of advertisement. Instructions issued by MCF for complying with such judgments have to be followed by the Licensee. If any location conflicts with any judgments or any provision of any law the licensee may seek an alternative location from MCF. In case of any dispute regarding charging of license fee for the affected period the decision taken by the Commissioner, Municipal Corporation, Faridabad shall be final and binding on the Licensee. No claims or compensation or damages whatsoever will be entertained by MCF on this account.

2.4.2 The licensee will be fully responsible for the aesthetic maintenance of all the Structure for advertisement, installed by him. All Structure for advertisement to be put up shall have to comply with standard safety norms. No claims or compensation or damages whatsoever will be entertained by MCF on this account.

2.4.3 The licensee will adhere to all provisions of the Haryana Municipal Corporation Act 1994 and amendments thereto, Haryana Municipalities Outdoor Advertisement Policy 2010 and also comply with all notices and circulars issued from the office of MCF from time to time.

## **2.5 RIGHT TO REJECT TENDERS**

2.5.1 MCF reserves the right to reject any / all tenders including the highest tender or withdraw the site of the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon MCF.

2.5.2 No claims or compensation or damages whatsoever will be entertained by MCF on this account.

## **2.6 MISREPRESENTATION / FRAUD/ BREACH OF TERMS AND CONDITIONS**

If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the MCF. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

## **2.7 EARNEST MONEY DEPOSIT AND INTEREST FREE PERFORMANCE SECURITY**

2.7.1 The Bidder shall submit an interest free Earnest Money Deposit (EMD) of **Rs. 5.00 Lacs (Rupees Ten lacs only)** in the shape of Demand Draft / Pay Order in favour of Commissioner, Municipal Corporation Faridabad, drawn on any scheduled commercial bank acceptable to MCF and payable at Faridabad, along with the bid **(Envelope-1)**.

2.7.2 Any offer, which is not accompanied by the requisite Earnest Money Deposit shall be rejected outright.

2.7.3 The EMD submitted by the successful Bidder may be adjusted against the performance security.

2.7.4 The EMD of the other bidders shall be returned in accordance with clause 3.12.2.

2.7.5 The EMD shall however be forfeited in the following cases:

a) If the bidder withdraws its proposal (offer) during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;

b) If the successful bidder fails to unconditionally accept the Letter of Acceptance in writing, within the time specified in this document, or any extension thereof granted by MCF;

c) If the successful bidder fails to sign the License agreement and/or make the performance security within the time specified in this document, or any extension thereof granted by Municipal Corporation, Faridabad.

### **2.7.6 Interest Free Performance Security**

The successful bidder shall have to deposit the Performance security @ 5% of bid amount for the 3<sup>rd</sup>. year i.e for One Year Period which starts after completion of Two Years from the date signing of the agreement. In the form of Demand Draft / Pay Order in favour of Commissioner, Municipal Corporation Faridabad drawn on any scheduled commercial nationalized bank acceptable to MCF and payable at Faridabad.

2.7.7 The said Performance Security will be kept valid till the end of the License Period and no interest will be paid to the successful bidder. The Performance Security would however be forfeited in case of any Event of Default/ breach of agreement/tender conditions as described in the Draft License Agreement or anywhere else.

## **2.8 PROPOSAL PREPARATION COST**

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process, including all types of due diligence in the process. MCF will not in any way be responsible or liable for such costs, regardless of the conduct or outcome of bidding.

## **2.9 VALIDITY OF OFFER**

2.9.1 The Proposal shall remain valid for a period not less than Ninety (90) days from the date of opening of financial bid (Offer Validity Period). MCF reserves the right to reject any Proposal that does not meet this requirement. Validity of proposal shall be extended for a specified additional period at the request of MCF.

2.9.2 A bidder agreeing to the request will not be allowed to modify the proposal, but would be required to extend the validity of its EMD for the period of extension.

## **2.10 DISPUTES**

2.10.1 All disputes between the successful bidder and MCF shall be settled as per the Dispute Resolution procedure elaborated below. During the bidding process no dispute of any type would be entertained. Where MCF asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.

### **2.10.1.2 Conciliation**

Any dispute or claim arising out of or relating to the License agreement or breach of any terms or conditions of the License Agreement, shall first be attempted to be settled by Conciliation.

Except where otherwise provided for in the License Agreement, all questions and disputes arising between the parties pertaining or relating to License Agreement directly or indirectly connected with License Agreement shall in the first place be referred to a sole conciliator to be appointed by Commissioner, MCF. There will be no objections if the conciliator so appointed is an employee of MCF.

The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.



The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as an arbitration award.

The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings.

Any dispute that cannot be settled through conciliation procedure shall be referred to arbitration in accordance with the procedure given hereafter.

The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

## **2.10.2 Arbitration**

### **2.10.2.1 Arbitration Procedure**

If the efforts, to resolve all or any of the disputes through conciliation fail, then such a dispute shall be referred within 7 days to a Sole Arbitrator who would be nominated by Commissioner, MCF. The venue of such arbitration shall be at Faridabad. The award of the sole Arbitrator shall be binding on all parties. The cost of Arbitration shall be borne by the respective parties. There will be no objections if the sole arbitrator nominated or appointed is an employee of MCF.

### **2.10.2.2 Place of Arbitration**

The place of arbitration shall be Faridabad.

### **2.10.2.3 English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. The award shall be made in writing.

### **2.10.2.4 Enforcement of Award**

The Parties agree that the decision or award, which shall be a speaking order, resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration and Conciliation Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

### **2.10.2.5 Performance during Arbitration**

The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made. Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

The courts at Faridabad shall have the sole exclusive jurisdiction to try all the cases arising out of this agreement.

### **Notices**

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorised representative giving such notice. All activities including day to day management, billing, termination etc. will be carried out from the office of the Commissioner, MCF or by his duly authorised representative. Notice shall be addressed as follows:

If to MCF at

**Commissioner  
Municipal Corporation  
Faridabad-121001, Haryana  
INDIA**

If to the LICENSEE, at Address as given by licensee in tender document.

## **2.11 SERVICES**

### **2.12 COMMUNICATION WITH MCF**

2.12.1 Communication/correspondence to MCF will be done by a nodal member of licensee, throughout the license period.

2.12.2 In case of consortium only lead member of consortium or authorized representative of lead member will communicate or correspond with MCF.

## **SECTION - 3: TENDERING SCHEDULE**

### **3 TENDERING SCHEDULE**

#### **3.1 PREPARATION AND SUBMISSION OF PROPOSAL**

Bids should be submitted in the forms prescribed under this section and relevant annexure in Section 4.

3.1.1 Completed proposals shall be accepted only upto 1500hrs on scheduled date in the office of COMMISSIONER, MCF who at his sole discretion, retains the right, but is not obligated to extend the Proposal Due Date, by issuing an Addendum.

3.1.2 Bidders shall furnish the information strictly as per the formats given in Section 4 of this document and without any ambiguity. MCF shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification (**Financial Bid, Envelope-3**).

3.1.3 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.

3.1.4 In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly bid for the project, The MOA shall also include the nomination of the Lead Member in the Consortium, and

clearly outline the proposed shareholding and responsibilities of each member at each stage.

3.1.5 All proposals/bids/offers shall be signed by the duly Authorised Signatory of the Bidder. In case of a Consortium the proposal shall be signed by the duly Authorised Signatory of the Lead Member. Bidders shall submit a supporting Power of Attorney authorizing the Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a Consortium, such Power of Attorney shall be signed by all members of the Consortium and shall be legally binding on all of them.

3.1.6 The proposal shall be initialed on each page by the Authorised Signatory in acceptance of all terms and conditions of this tender. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by him.

3.1.7 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.

3.1.8 Bidders are required to submit only one set of the Proposal, including the Original TENDER DOCUMENT issued to them signed on each page in acceptance of all terms and conditions of this tender. Any individual, firm or company which submits or participates in more than one Proposal for the said project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a Member.

All the bidders will be sent clarifications to queries, till the stipulated date. The queries received after the prescribed date will not be entertained by MCF. All the bidders are requested to monitor the MCF website for the same.

### **3.2 PAYMENTS TO MCF**

3.2.1 Licensee shall have to pay the quarterly license fee in advance. The first quarterly advance payment of the amount will be have to be deposited before the start of 3<sup>rd</sup>. Year from the date of signing of agreement. After the completion of Three Years period from the date of signing of agreement the annual payment shall be 1.1 times of the license fee. The third annual fee shall be 1.21 times the license fee for the third year.

3.2.2 Any delay in payments in the preceding clauses shall entail payment of interest @15% per annum on the amount outstanding, for the days of default. Delays beyond 30 days of the due dates for recurring payment, milestones will be treated as Licensee Events of Default. In such an eventuality MCF retains the right to forfeit Performance Security and claim damages from the licensee and even terminate the agreement as mentioned in the Performance Security clause of the Draft License Agreement.

### 3.3 LANGUAGE AND CURRENCY

3.3.1 The Proposal and all related correspondence and documents shall be written in English language.

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

### 3.4 SEALING AND MARKING OF PROPOSALS

3.4.1 The Proposals shall be sealed, marked and submitted as explained below:

- a) **Envelope No.1** shall contain the Earnest Money Deposit and shall be marked as Earnest Money Deposit.
- b) The Qualification documents shall be sealed in a separate (**Envelope No. 2**) duly marked as TECHNICAL QUALIFICATION and shall contain the following:

Letter of Tender and Interest (As per Annexure 1)

General Information of the Bidder (As per Annexure 2)

Summary Of Technical Capability (As per Annexure 3)

Summary Of Financial Capability (As per Annexure 4)

Affidavit (format at Annexure 5)

Consortium Agreement/Memorandum of (MOA) in case of a Consortium (As per Annexure 6)

Attested (by Distt. Magistrate / Gazetted officer) copy of the Partnership deed in case of a partnership

Power of Attorney for Signing of Tender (as per Annexure 7)

Original Tender Document duly signed (on each page) by an authorized representative as a token of acceptance of all terms and conditions

- c) The Bidder shall seal the Financial Proposal (as per Section-4) in a separate third **envelope No. 3** duly marked as FINANCIAL BID.

The Outer envelope shall be addressed to:

**COMMISSIONER  
Municipal Corporation  
Faridabad-121001**

3.4.2 If the envelopes are not sealed and marked as instructed above, MCF assumes no responsibility for the misplacement or premature opening of the Proposal submitted.

3.4.3 Any Proposal received by MCF after 15.00 hrs on the Due Date will be liable to rejection.

### **3.5 BIDDERS RESPONSIBILITY**

3.5.1 It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:

- a. The requirements and other information set forth in this Tender document.
- b. All the sites, existing facilities, encumbrances on every site and structures, access roads and utilities in the vicinity of every site.
- c. All other matters that might affect the Bidders performance under the terms of this TENDER DOCUMENT, including all business potential, risks, costs, liabilities and contingencies associated with the project and that proposals/ bids/offers have been signed by the bidder or the duly authorised signatory of the bidder.

3.5.2 MCF shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this TENDER DOCUMENT will be rejected.

### **3.6 MODIFICATION AND WITHDRAWAL OF PROPOSALS.**

3.6.1 No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

3.6.2 Withdrawal of a Proposal during the interval between Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the EMD.

### **3.7 OPENING OF BIDS**

3.7.1 The Technical bids received shall be opened by a Committee constituted by the Commissioner, MCF in the presence of the bidders at 3-30 pm on scheduled submission date, unless intimated otherwise. The date for opening of financial bids shall be intimated in advance to the technically qualified bidders.

3.7.2 MCF reserves the right to reject any Proposal and forfeit the EMD, if

- a) It is not signed, sealed and marked as stipulated in Clause 3.4.
- b) The information and documents have not been submitted as requested and in the formats specified in the tender document.
- c) There are inconsistencies between the Proposal and the supporting documents.
- d) It provides the information with material deviations, which may affect the scope or performance of the Project.
- e) There are conditions proposed with the Technical and/or Financial Proposals.

3.7.3 A material deviation or reservation is one:

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the TENDER DOCUMENT, MCFs rights or the Bidders obligations, or
- c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

No request for modification or withdrawal shall be entertained by MCF in respect of such Proposals.

### **3.8 EVALUATION OF PROPOSAL**

The evaluation will be done in 2 stages as explained below

3.8.1 In Stage - I, the EMD in Envelope 1 shall be first checked. Proposals without the appropriate EMD will be rejected. Thereafter, Envelope 2 containing the Technical Qualification Documents submitted by the Bidders will be opened. The Tenders not meeting the prescribed technical and financial capability criteria as per clause 2.1 will be rejected. All bidders passing Stage -I evaluation shall be treated at par for evaluation of Financial Bids.

In Stage-II of evaluation, the financial bids in Envelope 3 of only those bidders who have passed Stage I shall be opened by MCF in presence of the nominees of the bidders who have passed Stage-I. Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers. The selection will be on the basis of the highest License fee (H1) for the said work as per Clause 3.2.

3.8.2 Even if only a single bid is received and is technically qualified or a single bid amongst several is technically qualified, MCF retains the right to open his financial bids and award the project.

3.8.3 MCF would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.

3.8.4 Financial Proposals of Bidders who do not qualify the Stage-I of evaluation will not be opened.

3.8.5 MCF reserves the right to reject any tender if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of the competent authority of MCF in this respect shall be final and binding on all bidders.

### **3.9 ACCEPTANCE OF THE OFFER**

3.9.1 MCF shall issue Letter of Acceptance (LOA) to the successful bidder.

3.9.2 The selected bidder is required to send their unconditional acceptance of LOA within seven (7) days from the date of issue of LOA.

3.9.3 MCF shall retain the right to withdraw the LOA in the event of the selected bidder's failure to accept the LOA unconditionally within the limit specified in the above clause. In this event, MCF shall forfeit the EMD of the selected bidder. Conditional acceptance of LOA will also lead to forfeiture of EMD.

### **3.10 EXECUTION OF LICENSE AGREEMENT**

3.10.1 The successful bidder is required to sign the License Agreement within 15 days of conveying their unconditional acceptance of the LOA to MCF in writing. But prior to signing of the Agreement, the Bidder must satisfy the following conditions, MCF shall not execute the License Agreement until these conditions have been satisfied.

- i) The Bidder has submitted the requisite Performance Security to MCF.
- ii) The Bidder has submitted certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of this Agreement to MCF before the signing of this License Agreement.

3.10.2 Failure to meet these conditions will result in a breach and MCF shall be entitled to cancel the award without being liable in any manner whatsoever to the Bidder and to forfeit the EMD and any other amount deposited till that time as Damages.

3.10.3 The cost of stamp duty for execution of License Agreement, registration charges and any other related Legal Documentation charges and incidental charges will be borne by the successful bidder.

3.10.4 In case of failure to sign the License Agreement within the stipulated time, MCF shall retain the right to cancel the Award and forfeit the bidders EMD and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

### **3.11 AMENDMENT OF TENDER DOCUMENT**

3.11.1 At any time prior to the Last date for its submission, MCF may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify

the TENDER DOCUMENT through the issuance of Addenda. This will be sent in writing to all the Bidders and shall be binding upon them. These will be uploaded on MCF website. Bidders are required to be in touch with MCF website.

3.11.2 In order to give the Bidders reasonable time in which to take an Addendum into account, or for any other reason, MCF may, at its discretion, extend the Proposal Due Date.

### 3.12 **UNSUCCESSFUL BIDDERS**

3.12.1 MCF shall return the EMD received from the bidders who are not qualified in the Stage- I of the evaluation, within 90 (Ninety) days of opening of the Technical bid. The EMD shall be returned without payment of any interest.

3.12.2 EMD received from all the short-listed unsuccessful bidders after Stage-II of evaluation shall be returned within a period of 90 (Ninety) days from the date of opening of financial bid, and returned thereafter signing of agreement which ever is earlier, without payment of any interest

### 3.13 **Penalty:**

Licensee will be penalized up to Rs.10, 000/- per offence by MCF in addition to any other criminal liability under any law of Govt. of India or Govt. of Haryana on the following offense:

- Late payment of MCF dues including interest accrued due to late payment. The licensee must deposit license fees of the quarter in advance by the due date. No excuse of non/late receipt of bill/invoice will be entertained as the payment schedule is clearly mentioned in the contract.
- Not following the instructions of the MCF regarding Advertisements even after 1 days from the date of issue of notice.
- Any staff of licensee found in drunken condition/indulging in bad conduct.
- Any staff of the licensee found creating nuisance on duty
- Sticking of stickers or hanging of banners or any other form of presentation other than allowed.
- Improper maintenance defacement of the advertisement, Hanging of wires etc.
- Dishonor of drafts and Cheques given by Licensee in favour of Commissioner, MCF.
- Misbehavior with staff of MCF.
- Not following safety and security norms as may be indicated by authorised representative of MCF.
- Not following instructions issued by MCF from time to time and other violations of



the contract agreement.

- Using of additional area without prior approval of MCF.

#### **3.14 Deduction of Dues:**

MCF reserves the right for deduction of MCF dues from Licensee's security amount on the following grounds:

- a) Any amount imposed as a fine by MCF for irregularities Committed by the Licensee.
- b) Any amount which MCF becomes liable to the Government /Third party on behalf of any default of the Licensee or any of his/her/their servant/agent/ employees or staff.
- c) Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- d) Any other outstanding amount.

Once the amount under this clause is debited, the Licensee shall reimburse the security deposit to the extent the amount is debited within 15 days of such debit by MCF (Licensor) failing which it will be treated as breach of agreement and may lead to termination of agreement with forfeiture of all amounts including interest free security deposit in favour of MCF

#### **3.15 Joint Inspection:**

Periodical joint inspections will be conducted by MCF with the Licensee and in case of any discrepancy or beaches of instructions issued by MCF, the MCF reserves the right to impose fine of Rs.10, 000/- (Rs. Ten thousands only) per irregularity.

#### **3.16 Repeated visualization to result in cancelation:**

For repeated violation of instructions, breach of agreement, MCF has the right to cancel the agreement at the risk and cost of the Licensee, including forfeiture of interest free Security deposit.

#### **3.17 Power to waive fines:**

The power to waive fines and penalty vests with Commissioner, MCF or his authorized representative.

#### **3.18 License to be non-transferable:**

The license for Advertising rights is not transferable.

#### **3.19 Compliance of statutory /labour laws:-**

The Licensee shall comply with all the provisions of Statutory laws, Labor Laws regulation in force including but not limited to the Contract Labor (Regulation &Abolition) Act, 1976, any subsequent amendment thereof and the rules made there under.

Licensee will indemnify the MCF for any loss and damages suffered due to violation of its provision.

The Licensee shall bear the service tax as may be applicable from time to time.

**3.20 All other laws to be applicable:**

The Licensee shall comply with all applicable laws of land, including Pollution Control Board guidelines and MCF can't be held liable for any change/modification in these laws which adversely affect this tender. No claim or compensation on this account will be entertained.

**3.21 Selection of Advertisements:**

The Licensee shall take into account the following aspects while selecting advertisements for the licensed Unipoles:

1. **The advertisement is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.**
2. **The advertisement will have no objectionable and indecent portrays of people, products or any items. The advertisements should not hurt the sentiments of any group or groups of the society.**
3. **Political advertisements are not allowed.**
4. **The use of MCF's name, logo or title without the licensor's prior permission is strictly prohibited. No co-branding with the Licensor is allowed, without prior permission.**

**3.22. Indemnification of MCF against loose/damages:**

Fixing arrangements should be such that these should not damage the structures. Any loss or damage caused due to this to any men's property or life, the licensee will be solely responsible and liable to fine/penalty as per actual. The licensee must take third party insurance cover, the licensee agrees and undertakes to indemnify and hold the MCF(licensor) harmless against any and all liabilities, Losses, damage, claims, expenses suffered by the MCF (licensor) as a result of not taking such insurance cover by the licensee. The licensee shall also strictly abide by any safety guidelines as may be issued by MCF from time to time.

**3.23 Prior approval of MCF before fixing:**

The fixing structures for advertisements and the advertisement their on be placed should have the prior approval from MCF at all times before fixing /placing these at the approved sites by the licensee.

### 3.24 **Some reserved Rights:**

- a.) I/we understand, comprehend and also agrees that MCF reserves the right to issue changes, modifications to the terms and conditions, revise the document altogether or even cancel or put on hold the tender process by open announcement before the date and time of submission of the tender. I/we agree voluntarily not to contest this issue or seek any claim or compensation on this account.
- b.) Licensee shall comply with and abide by the judgments passed from time to time by Hon. Supreme Court/High Court or any other judicial/quasi judicial body of the country.
- c.) I/we shall not ask for any claim or seek any compensation from MCF if any advertisement spaces are not permitted due to any restrictions imposed permanent/temporary by the court or civil authorities. In such cases licensee may seek for alternative bare spaces in confirmation with any restrictions imposed permanent/temporary by the court or civil authorities.
- d.) **Municipal Corporation, Faridabad reserves the right to in identify new additional sites of any kind/nature in any manner to put advertisement on them in future for which separate tenders will be invited.**
- e.) Defaulters of payment in old agreement of outdoor media sites of Municipal Corporation, Faridabad, will not be allowed to participate in this tender.

### 3.25 **SURRENDER/TERMINATION OF LICENSE:**

If the licensee wants to surrender the contract he will be allowed to do so after giving 3 (three) months notice. MCF reserves the right to terminate the contract/license by giving one months notice for termination. In both the situations the performance security of the licensee will stand forfeited. The unused license fee for the rest of quarter will also not be refunded. Part surrender or termination of license will not be accepted and termination will be considered for the full license. On termination by MCF or surrender by licensee, all the advertisement media and structure will automatically become the property of MCF.

### 3.26 **SUBLETTING OF RIGHTS**

At no time subletting of rights for advertisement to any other party / other advertising agencies /outdoor agencies or out of home advertising agencies would be permissible under this agreement.

### 3.27 **Prevention of Defacement**

The Successful bidder of this tender will be responsible to stop any kind of defacement by way of illegal hoardings, banners/posters or by any other mean of illegal advertisement on Govt. buildings / Properties other wise he shall be responsible to

remove the same at his own cost.

### **3.28 Force Majeure**

Neither MCF nor the LICENSEE shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, Any of the following events resulting in material adverse effects shall constitute a Force Majeure Event

- a. Earthquake, flood, inundation, landslide;
- b. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c. Fire caused by reasons not attributable to the Licensee;
- d. Acts of terrorism; and
- e. War, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;
- f. Strikes or boycotts, other than those involving the Licensee, its contractors or their employees, agents, etc.; and
- g. Any other similar things beyond the control of the Party **except Court Order/Judgment.**

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 other party may be entitled to, though not being obliged to terminate this agreement by giving a notice of one week to the other party. 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, either party may be entitled to, though not being obliged to terminate this agreement by giving written notice to such effect

**3.29 Assets to become property of MCF upon completion:** At the expiry of tenure of 5 years all Unipoles and their fixing arrangement along with Server room equipments and other infrastructure will become the property of MCF. Licensee is required to hand over all such facilities to MCF in good working condition. The licensee shall not tamper with the same or change their configuration. If the & Unipoles are not handed over in good condition as required under this agreement, MCF reserves the right to seek exemplary damages and indemnification.

If the LICENSEE fails to do so within a grace period of 07 days from the date of **Natural Completion**, because of any reason, of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty **at a rate of thrice the prevailing license fee** for the entire period of such occupation along with the applicable annual license fees. The security deposit of the licensee will be released after adjustment of any kind of dues. Upon Natural completion display of advertisement must be stopped immediately.

**3.30 Assets to become property of MCF Upon premature termination:** All Structures and their fixing arrangement along with Server room equipments and other infrastructure will become the property of MCF. Licensee is required to hand over all such facilities to MCF in good working condition. The licensee shall not tamper with the same or change their configuration. In case of failure MCF reserves the right to seek exemplary damages and indemnification.

If the LICENSEE fails to do so within a grace period of 30 days from the date of **premature termination**, because of any reason, of the License Agreement, the Licensee shall be deemed to be an unauthorized / illegal occupant of the said sites and will be liable to pay a penalty **at a rate of thrice the prevailing license fee** for the entire period of such occupation along with the applicable annual license fees. The security deposit of the licensee will stand forfeited in favour of MCF. Upon termination display of advertisement must be stopped immediately.

### **3.31 Terms & Conditions on BOT basis**

**3.31.1** That First Party- MCF shall allot above said sites to the Second Party- Company for construction, operation and maintenance of Foot-Over- Bridge on build, operate and transfer (**BOT**) Basis. The said site shall be provided to the Second Party- Company for a period of **10 years**. The commencement of 10 years shall commence from the date of signing of agreement.

**3.31.2** That First Party-(MCF) shall provide land to the Second Party- company free from any encumbrances suitable to the requirement of Foot-Over- Bridge in terms of the size, location and workability.

**3.31.3** That First Party-MCF shall extend necessary cooperation to the Second Party- company from the traffic police, development authority, electricity department etc. if required for the execution of the work.

**3.31.4** That the Second Party- (Successful Bidder) Company shall submit the drawings / design of the proposed Foot-Over-Bridge for approval including the specification to be adopted and advertisement area etc to the First Party duly vetted from IIT or NIT before starting the construction.

**3.31.5** That the second party – Company shall provide Mild Steel Grill along with” display board of a height not more than 3 meter on both side of each FOB.

**3.31.6** That the Second Party –Company shall invest their own funds for Construction of Foot-Over-Bridge, providing & fixing of MS Grills around created facilities etc. in MCF Area during the currency of BOT agreements.

**3.31.7** That the Second Party-Company shall ensure that construction of the Foot-Over-Bridge is completed within a period of **4 months** from the date of handing over physical possession of the site. The work shall have to be completed to the satisfaction of the First Party-MCF. The First Party-MCF can grant suitable extension, provided it is satisfied that the delay was unavoidable.

**3.31.8** That The Second Party-Company shall operate and maintain the created facilities with their own funds to the entire satisfaction of First Party-MCF.

**3.31.9** That The Second Party-Company shall paint the entire structures with synthetic enamel paint of approved colors once in a year or earlier as required.

- 3.31.10** The Second Party-Company shall ensure that Foot-Over-Bridge structure displays a sign saying built and maintained by..... (Name of Second Party) for "Municipal Corporation, Faridabad".
- 3.31.11** The Second Party-Company shall be at liberty to utilize the all-visible faces/fascia of the Structures for the purpose of displaying of advertisement to recover their investments. The length of the Horizontal advertising panels shall be subject to span & maximum height shall be **3.00 m**. The 15% area shall carry social messages by the concern authority.
- 3.31.12** The Second Party- Company shall pay the payment of Advertisement Tax in respect of displaying of advertisements on created facilities to the First Party in advance on quarterly basis after the expiry of two years time from the date of sign of agreement.
- 3.31.13** That the Second Party-Company shall not display or exhibit and picture / posture / statue or other articles in any part of the premises that are repugnant to the general standard of morality and are not permitted by the land of law, Haryana Municipalities outdoor advertising policy,2010, Haryana Municipal Act 1994 and order passed by Hon'ble Courts for time to time.
- 3.31.14** That the First Party-MCF shall never grant permission to any other party for installation of Gantries for display of advertisements within 100mtrs both ways from the structure created by the Second Party- Company on BOT basis during the agreement period except the advertising structures already allotted to any agency by the first party or any other Govt. Department, before entering in to this agreement.
- 3.31.15** That the title, interests and ownership of Foot-Over-Bridge shall vest with First Party-MCF except these will be operated and maintained by the Second Party-Company as agreed in the agreement.
- 3.31.16** That the First Party-MCF shall extend necessary cooperation to the Second Party- Company to get electricity connection but electricity consumption charges will be borne by the Second Party- Company
- 3.31.17** That First Party-MCF shall assist the Second Party-Company in respect to the protection from the anti social & illegal elements to carry out the above-mentioned activities in the large public interest for creating and maintaining this essential infrastructure facility.
- 3.31.18** That in the event of First Party-MCF considering it unavoidably and absolutely necessary in the interest of public necessity / requirement to acquire the site during construction period and before expiry of concession period but they would do so after giving a minimum three months advance notice and such a site may be simultaneously replaced by allotment of another site subject to its availability. In any case the Second Party-Company shall be compensated with depreciated value of construction cost only.
- 3.31.19** That the Second Party-Company shall be allowed to plant flowering and other shrubs around the Foot-Over-Bridge subject to the availability of land at his own cost and expenses.
- 3.31.20** That the Second Party- Company shall be solely responsible for the strength of the proposed structure & also will be solely responsible for any damage caused to the public.
- 3.31.21** That the Second Party- Company shall comply with the rules and regulation, imposed from time to time, of the Government of Haryana. and Local Authority or Hon'ble Court etc.
- 3.31.22** That after completion of the said period of 10 years, the Second Party-Company shall handover vacant physical possession of the Foot-Over- Bridge in good working condition to the First Party-MCF, without any charges or claiming any charges from the First Party-MCF.

**3.31.23** That in case of any dispute between First Party- MCF and Second Party- Company will be settled under the provisions of Indian Arbitration and Conciliation Act, 1996.

**3.31.24** That this agreement is subject to the Jurisdiction of Faridabad court only.

### **3.32 Notices**

That any notice under the terms of this License shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. All activities including day to day management, billing, termination etc. will be carried out from the office of the MCF or by his duly authorized representative.

Notice shall be addressed as follows:

If to MCF at

**COMMISSIONER  
Municipal Corporation,  
Faridabad-121001, INDIA**

If to the LICENSEE, at  
tender document.

Address as given by licensee in

TENDER FOR CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS  
ON BOT BASIS FOR TEN YEARS

**FINANCIAL BID (Envelop-3)**

**To**

**Date:-**

**The Municipal Corporation Faridabad**

**Sub:-** Tender for the CONSTRUCTION OF FOOT OVER BRIDGE AND  
ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS.

**EXAMPLE FOR QUOTING FINANCIAL BID.**

**Financial Proposal:**

1. It shall include the total estimate of construction and operation and maintenance in the tabular format given below. (The Construction cost to be borne by bidder).
2. Every bidder is required to fulfill the Financial Bid: concession fee (table -1). In this table, the bidder will have to quote the value of X (in rupees), which will be an incremental compounded interest rate of 10 percent each year. For first 2 year, the bidder do not have to pay concession fee. From 3<sup>rd</sup> year onwards, the bidder will have to pay the concession fee (in advance for one quarter) as detailed in table 1.
3. Any bidder not fulfilling Table 1: **Financial Bid: (Concession Fee)**, will not be considered eligible.
4. Submission of RFP (Technical and Financial) by fax, e-mail or other electronic means will not be accepted. It is the responsibility of Bidder alone to ensure that its RFP (Technical and Financial) is delivered at the prescribed address by the stated deadline.

**Note:- Period of contract starts from the date of signing of contract agreement i.e. within 15 days of issue of letter of award/allotment.**

**(FINANCIAL BID Proforma)**

**Table 1 – Price Schedule (concession fee offer)**

**All amount in Rupees**

Sl. No.	Item	Unit	Quantity (A)	Annual Rate per site (B)	Amount
1	Construction of 3 Nos. Foot Over Bridge as per sites mention in this Tender Document and according to drawings and design. Concession fee to be offered for third year only (No concession fee to be Quoted for first two years. It is to be quoted only for the third year. After third year concession fee will be increase at an incremental compounded interest rate of 10 percent each year).				
	(A) Concession fee for the Period 0 to 2 years.	Nos.	3	Nil	Nil
	(B) Concession fee for the 3rd year i.e. period starting after completion of two years and before the start of year Third	Nos.	3	To be quoted by the bidder (B)	To be calculated $3 \times (B) = X$
	Total				



**Financial Bid: (Concession Fee)**

**Table 2**

Year	Total (Rs.)
1st Year	1. Successful bidder will pay Performance Security 2. Concession fee (till 2 year)= (0) NIL
2nd Year	
3rd Year	X (X = to be quoted by bidder) **
4nd Year	$X1 = X * 1.1$
5nd Year	$X2 = X1 * 1.1$
6nd Year	$X3 = X2 * 1.1$
7nd Year	$X4 = X3 * 1.1$
8nd Year	$X5 = X4 * 1.1$
9nd Year	$X6 = X5 * 1.1$
10th Year	$X7 = X6 * 1.1$

\*\* X is the amount to be quoted by the bidder. The successful bidder for Municipal Corporation of Faridabad is the bidder with maximum value of X. From year 1 to 2, the bidder will not pay anything to Municipal Corporation as concession fee. From the commencement of the 3<sup>rd</sup> year, the bidder will pay advance money every year as concession fee. The yearly increase in the value of the concession fee will be calculated on the compounded escalation of 10 percent each year.

The calculation is a simple compound interest calculation. The formula is  $X1 = X(1+r/100)^t$ . Where X is the principal amount (in our case to be quoted by bidder), r is the rate of interest (in our case it is 10 percent each year) and t is the time (in our case it is 1 year)

Explanation: Suppose a bidder quotes Rs. 100 as value of X. On 3rd year the concession fee will be  $(X1 = X(1+10/100)^1) = 110$ . The value for 4<sup>th</sup> year will be  $(X2 = 110 * (1+10/100)^1) = 121$ . The same way the calculation will continue till 10<sup>th</sup> year.

**LETTER OF APPLICATION**

(To be submitted and signed by the Bidders authorized signatory)

**COMMISSIONER  
Municipal Corporation Faridabad  
Faridabad-121001, INDIA**

**Sub : COSNTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS.**

Sir,

1. I/we \_\_\_\_\_ being duly authorized to represent and act for and on behalf of (herein the bidder), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for COSNTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS according to the terms conditions of the offer made by MCF.
2. Our Technical and Financial Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Earnest Money Deposit is enclosed in the Envelope 1 marked Earnest Money Deposit.
4. MCF and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the tender and to seek clarification from our banker regarding any financial and technical aspects. This letter of tender will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the tender or with regard to the resources, experience and competence of the bidder.
5. MCF and its authorized representatives may contact the following persons for any further information:

Name of the person (s):..

Address:..

Phone: ; Fax:

6. This tender is made with full understanding that:
  - (b) Bids will be subject to verification of all information submitted at the time of tendering.
  - (c) MCF reserves the right to reject or accept any bid, cancel the bidding

process, and / or reject all bids.

- (d) MCF shall not be liable for any of the above actions and shall be under no obligation to inform the bidder of the same.
7. I/we the undersigned declare the statements made, and the information provided in the duly completed tender forms enclosed, are complete, true and correct in every detail.
  8. I/we hereby confirm that I/we have read, understood and accepted all the detailed terms and conditions of this TENDER DOCUMENT and Project related Information as required for the tender. I/we have also visited the project site for the assessment and have made our own due diligence and assessment regarding the project.
  9. I/we agree to keep our offer valid for 90 (Ninety) days from the date of opening of the financial bid thereof and not to make any modifications in its terms and conditions, which are not acceptable to the MCF. I/we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
  10. I/we hereby confirm that this tender is made with the full understanding that the validity of bids submitted by me/us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by MCF. I/we agree that, without prejudice to any other right or remedy, MCF shall be at liberty to forfeit the said EMD absolutely.
  11. **I/we hereby confirm that I/We agree to abide by the Haryana Municipal Corporation Act 1994 & amendments thereof and the Haryana Municipalities Outdoor Advertisement Policy 2010**

Authorised signatory

Date:

Name and seal of Bidder

Place:

Encl:

1. The EMD of **Rs. 5,00,000/- (Rupees Ten Lacs only)** in the form of Demand Draft/Pay Order bearing No. \_\_\_\_\_ drawn upon \_\_\_\_\_ (bank) dated.....
2. Power Of Attorney For Signing Of Tender
3. Memorandum of Agreement (MOA) in case of a Consortium  
Relevant Submissions as per the given Formats

**GENERAL INFORMATION OF THE BIDDER**

1.
  - (a) Name :
  - (b) Country of Incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India.:
2. Details of individual(s) who will serve as the point of contact / communication for MCF within the Company:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :
  - (f) Fax Number :
  - (g) E-Mail Address :
  - (h) Web Site:
3. In case of Consortium:
  - (a) The information above (1 & 2) should be provided for all the members of the consortium.
  - (b) Information regarding the role of each member should be provided:

Sl.	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3.			

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation :

Place :

Date :

**SUMMARY OF TECHNICAL CAPABILITY  
CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON  
BOT BASIS FOR TEN YEARS.**

Name of Bidder / Consortium Member	Name / Title of Contract executed / on hand	Name of the Client / Employer	Cost of Contract (Rs. Cr.)	Year of Completion
1				
2				
3				
4				
5				
Total				

*Note :*

1. In case of a Consortium, the above Information shall be furnished in respect of all the Relevant Members only. The experience of only the relevant members shall be considered for evaluation.
2. Figures may be provided for the recent past Three Years.
3. The Bidder should provide a Completion certificate for each completed contract from the Client / employer duly signed by Statutory Auditors.
4. For ongoing contracts the bidder should submit duly certified copy of letter of award/acceptance, copy of agreement, and proof of continuation of contract from the client.
5. In the absence of requisite details, the information would be considered inadequate and may lead to exclusion of the particular project(s) in evaluation of Technical Capability.

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

**FINANCIAL CAPABILITY OF BIDDER**

(Rs. Crores)

<b>Particulars/ Accounting Year</b>	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>
1. Authorised Share Capital			
2. Paid up Share Capital (excluding Share Application Money and Preference Shares)			
3. Reserves and Surpluses (excluding revaluation reserves)			
4. Intangible Assets, Misc. Expenses not written off, Accumulated Losses			
5. Net Worth (2+3-4)			
6. Turnover from relevant activities as per Clause 2.4			
7. Debt mobilized during the year			

*Note:*

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory)

(with seal &amp; registration no.)

For and on behalf of

(Name of the Bidder)

Designation

Place:

Date:

**AFFIDAVIT**

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 10)

I, ..... S/o. ...., resident of ..... the ..... (insert designation) of the (insert name of the single bidder/consortium member if a consortium), do solemnly affirm and state as follows:

1. I say that, I am the authorised signatory of. (insert name of company /consortium member) (hereinafter referred to as Bidder/Consortium Member) and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that, I have submitted information with respect to our eligibility for Faridabad Municipal Corporations (hereinafter referred to as MCF) for COSNTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS and I further state that all the said information submitted by us is accurate, true and correct.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by MCF to verify our credentials/information provided by us under this tender and as may be deemed necessary by MCF.
4. I say that if any point of time including the license period, in case MCF requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of MCF.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our bid shall entitle us to be disqualified from the tendering process & cancellation of license agreement along with penalties proposed in the agreement of this project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the TENDER DOCUMENT have been duly complied with.

DEPONENT

**VERIFICATION:-**

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed .

Verified at ..... on this ..... day of 2011

DEPONENT

**CONSORTIUM AGREEMENT / MEMORANDUM OF AGREEMENT**

This Consortium Agreement/Memorandum of Agreement is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BETWEEN

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_ (hereinafter referred to as the LEAD MEMBER which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_ acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the (Participant member) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART;

Whereas Municipal Corporation, Faridabad (hereinafter referred to as MCF) has invited tenders for COSNTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS in terms of the tender documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by MCF for participating in the bid by the Consortium for handling the project for which the tender has been floated by MCF.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/Memorandum of Agreement hereby WITNESSES:



1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS in terms of the tender invited by MCF.
2. That both the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by MCF for awarding the tender to the Consortium so that the Consortium may take up the aforesaid for CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS- in case the Consortium turns out to be the successful bidder in the bid being invited by MCF for the said purpose.
3. That both the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the pre qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS.
4. That the Consortium have agreed to nominate anyone of , \_\_\_\_\_and\_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Consortium for this specified purpose shall be as follows-
  - a) The Lead Member shall have \_\_\_\_\_per cent (\_\_\_\_%) of share holding with reference to the Consortium for this specified project.
  - b) The bid Member shall have (\_\_\_\_%) of share holding with reference to the Consortium for this specified project.
6. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special

Purpose Company (SPC) through which the Consortium proposes to undertake for CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS.

7. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of MCF subject to the conditions as may be stipulated by them in this regard.
8. That in case to meet the requirements of bid documents or any other stipulations of MCF, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
9. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
10. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of MCF.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. Managing Director

(\_\_\_\_\_)

For (Name of company) -

2. Managing Director

(\_\_\_\_\_)

For (Name of company)

WITNESSES 1. \_\_\_\_\_ 2. \_\_\_\_\_

Enclosure:

Board resolution of each of the consortium members authorizing execution of the consortiums agreement and appointing the authorised signatory for such purpose.

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER**

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the Project in the country of India. Including signing and submission of all documents and providing information/responses to MCF, representing us in all matters before MCF, and generally dealing with MCF in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For

Accepted

(Signature)

(Name, Title and address) of the Attorney

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 the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

## DRAFT LICENSE AGREEMENT

THIS AGREEMENT entered into at Faridabad on this \_\_\_\_\_ 2011, between **MCF** having its office opposite B.K. Chowk, NIT, Faridabad - 121001 (Haryana) India, hereinafter referred to as the '**Licensor**' (which expression shall unless repugnant to the context mean and include its successors and assigns) of the **First Party**

AND

M/s. \_\_\_\_\_, having its Registered office at, \_\_\_\_\_, hereinafter referred to as the '**Licensee**' which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the **Second Party**

WHEREAS

MCF has invited Tender Application Form for CONSTRUCTION OF FOOT OVER BRIDGE AND ADVERTISING RIGHTS ON BOT BASIS FOR TEN YEARS.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The following documents shall be deemed to form part and be read and construed as part of this agreement, namely:
  - a. Tender Document/Tender Application Form (TAF)
  - b. Letter of Acceptance
  - c. General terms and conditions
2. All conditions of Tender Document/ Tender Application Form (TAF) are applicable.
3. Provision of Haryana Municipal Corporation Act, 1994 and Haryana Municipalities Outdoor Advertisement Policy 2010 shall have overriding effect in case of any conflict between the above document and the said Act and Policy.

That the LICENSOR on behalf of MCF and LICENSEE represent and warrant that they are empowered, authorized and able to make this agreement. In witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of MCF by: -

by:-

In the presence of

1)

2)

For and on behalf of the Concessionaire

In the presence of

1)

2)

**OFFICE OF THE MUNICIPAL CORPORATION  
FARIDABAD**

**(FINANCIAL BID Proforma for Foot Over Bridge on Built-Operate-Transfer basis)**

**NIT No. 2 of MCF/CE/2012/264**

**Table 1 – Price Schedule (concession fee offer)**

All amount in Rupees					
Sl. No.	Item	Unit	Quantity (A)	Annual Rate per site (B)	Amount
1	Construction of 3 Nos. Foot Over Bridge as per sites mention in this Tender Document and according to drawings and design. Concession fee to be offered for third year only (No concession fee to be Quoted for first two years. It is to be quoted only for the third year. After third year concession fee will be increase at an incremental compounded interest rate of 10 percent each year).				
	1. Concession fee for the Period 0 to 2 years.	Nos.	3	Nil	Nil
	2. Concession fee for the 3rd year i.e. period starting after completion of two years and before the start of year Third	Nos.	3		
<b>Total</b>					

Amount in Words: \_\_\_\_\_

- A compounded escalation at the rate of 10% every year from the date of signing of agreement shall be applicable i.e. 1.1 times for the 4<sup>th</sup>. Year and 1.21 times for the 5<sup>th</sup>. Year.
- This offer is being made by us after taking into consideration all the terms and conditions stated in the TENDER DOCUMENT, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for 90 days from the date of opening of financial bid of this Proposal.

Signature & Stamp of bidder

Name/ Designation

Address/ Email / Ph. No:

**Draft Agreement**

THIS DEED AGREEMENT is made on this ----- day of-----, **between** (hereinafter **MUNICIPAL CORPORATION FARIDABAD**, (through its Commissioner called the **“First Party MCF”**) of one part.

..... First Party\_MCF

AND

-----, a company duly incorporated under Indian Companies Act 1956 having its registered office at ----- through its ----- (hereinafter called the **“Second Party-Company”**) of other part.

.....Second Party-Company

WHEREAS, the **Second Party-Company** was a ----- (partnership firm established in ..... in the field of .....and it has been now incorporated as a company under part.....

AND WHEREAS, the **First Party-MCF** has decided to provide a portion of land at following location on -----to the **Second Party-Company**, whereupon the **Second Party-Company**, shall construct, operate and maintain **Foot-Over-Bridge** on build, operate and transfer (BOT) Basis: -

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

- 1- That First Party- MCF shall allot above said sites to the Second Party-Company for construction, operation and maintenance of Foot-Over-Bridge on build, operate and transfer (BOT) Basis. The said site shall be provided to the Second Party-Company for a period of 10 years. The commencement of 10 years shall commence from the date of signing of agreement.**
- 2- That First Party-MCF shall provide land to the Second Party-company free from any encumbrances suitable to the requirement of Foot-Over-Bridge in terms of the size, location and workability.**
- 3- That First Party-MCF shall extend necessary cooperation to the Second Party- company from the traffic police, development**



authority, electricity department etc. if required for the execution of the work.

- 4- That the Second Party- Company shall submit the drawings / design of the proposed Foot-Over-Bridge for approval including the specification to be adopted and advertisement area etc to the First Party duly vetted from IIT or NIT before starting the construction.
- 5- That the second party – Company shall provide Mild Steel Grill along with” display board of a height not more than 3 meter on both side of each FOB.
- 6- That the Second Party –Company shall invest their own funds for Construction of Foot-Over-Bridge, providing & fixing of MS Grills around created facilities etc. in MCF Area during the currency of BOT agreements.
- 7- That the Second Party-Company shall ensure that construction of the Foot-Over-Bridge is completed within a period of 4 months from the date of handing over physical possession of the site. The work shall have to be completed to the satisfaction of the First Party-MCF. The First Party-MCF can grant suitable extension, provided it is satisfied that the delay was unavoidable.
- 8- That The Second Party-Company shall operate and maintain the created facilities with their own funds to the entire satisfaction of First Party-MCF.
- 9- That The Second Party-Company shall paint the entire structures with synthetic enamel paint of approved colors once in a year or earlier as required.
- 10- The Second Party-Company shall ensure that Foot-Over-Bridge structure displays a sign saying built and maintained by .....(Name of Second Party) for “Municipal Corporation, Faridabad”.
- 11- The Second Party-Company shall be at liberty to utilize the all-visible faces/fascia of the Structures for the purpose of displaying of advertisement to recover their investments. The length of the Horizontal advertising panels shall be subject to span & maximum height shall be 3.00 m. The 15% area shall carry social messages by the concern authority.
- 12- The Second Party- Company shall pay the payment of Advertisement Tax in respect of displaying of advertisements on created facilities to the First Party in advance on quarterly basis after the expiry of two years time from the date of sign of agreement.

- 13- That the Second Party-Company shall not display or exhibit and picture / posture / statue or other articles in any part of the premises that are repugnant to the general standard of morality and are not permitted by the land of law, Haryana Municipalities outdoor advertising policy,2010, Haryana Municipal Act 1994 and order passed by Hon'ble Courts for time to time.**
- 14- That the First Party-MCF shall never grant permission to any other party for installation of Gantries for display of advertisements within 100mtrs both ways from the structure created by the Second Party-Company on BOT basis during the agreement period except the Gantries already allotted to any agency by the first party.**
- 15- That the title, interests and ownership of Foot-Over-Bridge shall vest with First Party-MCF except these will be operated and maintained by the Second Party- Company as agreed in the agreement.**
- 16- That the First Party-MCF shall extend necessary cooperation to the Second Party- Company to get electricity connection but electricity consumption charges will be born by the Second Party-Company**
- 17- That First Party-MCF shall assist the Second Party-Company in respect to the protection from the anti social & illegal elements to carry out the above-mentioned activities in the large public interest for creating and maintaining this essential infrastructure facility.**
- 18- That in the event of First Party-MCF considering it unavoidably and absolutely necessary in the interest of public necessity / requirement to acquire the site during construction period and before expiry of concession period but they would do so after giving a minimum three months advance notice and such a site may be simultaneously replaced by allotment of another site subject to its availability. In any case the Second Party-Company shall be compensated with depreciated value of construction cost only.**
- 19- That the Second Party-Company shall be allowed to plant flowering and other shrubs around the Foot-Over-Bridge subject to the availability of land at his own cost and expenses.**
- 20- That the Second Party- Company shall be solely responsible for the strength of the proposed structure & also will be solely responsible for any damage caused to the public.**
- 21- That the Second Party- Company shall comply with the rules and regulation, imposed from time to time, of the Government of Haryana. and Local Authority or Hon'ble Court etc.**

**22- That after completion of the said period of 10 years, the Second Party-Company shall handover vacant physical possession of the Foot-Over-Bridge in good working condition to the First Party-MCF, without any charges or claiming any charges from the First Party-MCF.**

**23- That in case of any dispute between First Party- MCF and Second Party- Company will be settled under the provisions of Indian Arbitration and Conciliation Act, 1996.**

**24- That this agreement is subject to the Jurisdiction of Faridabad court only.**

**IN WITNESS WHEREOF, the parties to this Agreement at Faridabad, have signed on this day, month and the year first above mentioned in presence of witness.**

{ \_\_\_\_\_ }  
First PartyMCF

{ \_\_\_\_\_ }  
Second Party-Company

Witnesses: -----

**1-** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2-** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_