



Brahmapur Development Authority
Near Courtpeta Junction, Brahmapur, Odisha-760004

0680-2292797(O)
bda.brahmapur311@gmail.com
www.bdabrahmapur.in

No. 1472

Date:5.12.2023

TENDER CALL NOTICE

FOR

SELECTION OF AGENCY FOR THE ALLOTMENT OF ADVERTISING RIGHTS ON 186 NOS. OF ELECTRICAL POLES ERECTED FROM DURA JUNCTION TO GOPALPUR

Brahmapur Development Authority (BeDA) invites Technical and Financial Bid in Two Bid System separately from Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDAon Monthly License Fee basis in consonance with the Advertisement policy for Urban Odisha 2013 & Odisha outdoor advertisement & hoarding policy 2015, as per the terms & conditions of this tender.

The tender document will be available at www.bdabrahmapur.in. The Technical Bid and Financial Bid should reach BeDA office on or before 22.12.2023 by 3.00 P.M **through Regd. Post/ Speed Post/ Courier/ by Hand only.**

BeDA reserves the right, without any obligation or liability, to accept or reject any or all the Bids, at any stage of the bidding process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

Address for submission of BID DOCUMENT:

**The Secretary,
Brahmapur Development Authority (BeDA),
Near Courtpeta Junction,
Brahmpaur-760004, Ganjam (Odisha)**

**Sd/-
Secretary,
Brahmapur Development Authority.**

Memo No. 1473/BeDA, Brahmapur, dt. 05.12.2023

Copy to P.A. to Commissioner, BeMC-cum-Vice-Chairman, BeDA, Brahmapur for favour of kind information of Vice-Chairman.

**Sd/-
Secretary,
Brahmapur Development Authority.**

Memo No. 1474/BeDA, Brahmapur, dt. 05.12.2023

Copy to the Advertising Manager, The Samaja and Prameya. They are requested to publish the Tender notice on their respective daily news paper on 06.12.2023 for once in all editions by using minimum space as per I&PR rate and submit the bill in duplicate for payment.

**Sd/-
Secretary,
Brahmapur Development Authority.**



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BRAHMAPUR DEVELOPMENT AUTHORITY

BRAHMAPUR

Tender Ref. No:1472/BeDA, Brahmapur, Date: 05.12.2023

TENDER NOTICE

**TERMS & CONDITIONS OF TENDER FOR SELECTION OF
AGENCY FOR THE ALLOTMENT OF ADVERTISING RIGHTS ON 186
NUMBERS OF ELECTRICAL POLES ERECTED FROM DURA JUNCTION
TO GOPALPUR UNDER BeDA**



Brahmapur Development Authority
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1. INTRODUCTION

Brahmapur Development Authority (BeDA) invites Technical and Financial Bid for “**Allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis**” in Two Bid System from any Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or a Private Limited Company for temporary and conditional allotment of as per terms & conditions of this tender.

2. BIDDING SCHEDULE

Publication of Tender	06.12.2023
Receiving of Pre-bid Queries through E-mail ID i.e bda.brahmapur311@gmail.com	12.12.2023 up to 5.30 PM
Pre-Bid Meeting	13.12.2023 at 11.30 AM in Conference Hall of BeDA
Last Date & Time of Furnishing of Clarification/ Corrigendum/ Addendum (if any) through BeDA website i.e www.bdabrahmapur.in	14.12.2023 by 5.30 PM
Last Date of receipt of Technical and Financial Bid through Regd. Post/ Speed Post/ Courier/ by Hand only.	22.12.2023 up to 3.00 PM
Date of Opening of Technical Bid	22.12.2023 at 04.30 PM
Date of Opening of Financial Bid	To be intimated to the respective successful bidders.

3. BIDDING CRITERIA AND ESSENTIAL PRE-REQUISITES

(A) Eligibility Criteria for participation in the tender

- I. Any Individual, Sole Proprietorship concern, Partnership Firm, Registered Society/Registered Co-operative Society, Public Limited Company or Private Limited Company registered under relevant Act/s and dealing with advertising, shall be eligible to participate in the bidding process for Company for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis as per terms & conditions of this tender document.
- II. The bidder must have average annual turnover of INR 10,00,000/- (Rupees Ten Lakhs only) for last consecutive three financial years ending 31st March 2023.
- III. The bidder should have experience in Advertisement Business and having registered under GST.

(B) Tender Document Fee

The complete tender document can be downloaded through www.berhampur.gov.in, for which the requisite tender document Fee of Rs.2000/- (Rupees Two Thousand) only including GST shall be deposited by



way of demand draft from any scheduled commercial bank drawn in favour of The Secretary, Brahmapur Development Authority, Berhampur payable at Berhampur to be submitted along with the Tender/Bid application. Any tender/bid application without the tender fee shall be summarily rejected.

(C) Earnest Money Deposit

- I. Earnest Money Deposit (EMD) of INR 50,000/- (Rupees Fifty Thousand only) in shape of Demand Draft (DD) from any scheduled commercial bank drawn in favour of The Secretary, Brahmapur Development Authority, Berhampur payable at Berhampur is to be furnished by the bidder along with the Technical Bid.
- II. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works, if any, previously lying in BeDA is allowed.
- III. The EMD of the successful bidder shall be returned after the Bidder furnishes the Performance guarantee and executes the contract.
- IV. Unsuccessful bidder's EMD will be returned within 30 days from the date of execution of the agreement between BeDA and the successful firm. No interest will be paid on EMD. The EMD may be forfeited:
 - In case the bidder does not accept the offer of allotment from the BeDA within 7 days (seven days) of issue of Offer Letter or if the bidder withdraws the offer.
 - If the bidder does not respond to request for clarification of its offer,
 - If the bidder fails to provide required information during the evaluation process.

(D) Performance Guarantee

During initiation of the contract agreement the selected Bidder shall deposit a Demand Draft from any scheduled commercial bank drawn in favour of The Secretary, Brahmapur Development Authority, Berhampur payable at Berhampur for an amount equivalent to total four (04) times of monthly advertisement fee of contract (as accepted by the BeDA) /bidder). This shall be kept as security deposit and shall be refunded to the Bidder after successful completion of contract agreement period, without any interest on it. The performance guarantee shall be returned after completion of the contract period or termination of the contract (subject to deductions/ forfeiture which may be applicable on account of non performance, as the case may be, in such an event).



(E) Documents to be submitted with Technical Bid for evaluation

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

- I. Bid Application in Format given at ANNEXURE- 1
- II. Information of Bidder as per ANNEXURE- 3
- III. No Dues Certificate (for the current dues up to date and previous dues, if any) issued by BeMC (In case the intending bidder has already engaged in any advertisement business in any area or site or engaged in any type of business related to BeMC under the jurisdiction of BeMC.).
- IV. An undertaking by way of affidavit (on Non-judicial Stamp Paper of INR 100/-) duly notarized to the effect as per ANNEXURE-5.
- V. A copy of PAN Card(s);
- VI. A copy of GSTIN.
- VII. Demand Draft of an amount of Rs.50,000/- (Rupees Fifty Thousand only) as Earnest Money Deposit (EMD) from any Scheduled Commercial Bank mentioned in clause C.I.
- VIII. Tender Document Fee in shape of DD of INR 2360/- (Rupees Two Thousand Three Hundred Sixty Only) including GST as per Clause B.
- IX. Technical Bid should be submitted in the prescribed format & should be kept in separate sealed cover super scribing thereon,

'Part I – Technical Bid'

"Technical Bid for Selection of Advertisement Agency for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis"

(F) Following Documents/ Information need to be submitted in "FINANCIAL BID"

- I. Financial Quote for the advertisement for all electrical poles shall be in the prescribed Format specified at ANNEXURE-7.
- II. Financial bid to be submitted in format required for financial proposal & should be kept in separate sealed cover super scribing thereon,



'Part II – Financial Bid'

"Financial Bid for Selection of Advertisement Agency for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis"

- III. Any advertiser, who has not cleared past dues, if any, of Berhampur Municipal Corporation, shall not be eligible to apply against this tender and if they submit the bid then it shall be rejected summarily. No Due Certificates obtained from relevant section of Berhampur Municipal Corporation will be verified to validate this.

(G) Other submission Requirement

- I. Both the Technical and Financial bids shall then be placed in a single outer sealed envelope clearly super scribing thereon,

"Proposal for Selection of Advertisement Agency for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis".

- II. The inner & outer envelope shall be addressed to the following address:

To,
The Secretary,
Brahmapur Development Authority (BeDA),
Near Courtpetta Junction,
Brahmpaur-760004, Ganjam (Odisha)

4. TERMS & CONDITIONS AND IMPORTANT INSTRUCTIONS

A. Roles and responsibilities

- I. **Removal of encumbrances from the Electrical Poles, if any-** BeDA shall provide possible assistance for making hindrance-free advertisement spaces for the successful Bidder.
- II. **Authorization Certificate:** BeDA shall issue an authority letter to the advertiser authorizing him to operate the advertisement on behalf of BeDA.
- III. **The Advertiser shall be responsible for damage caused to the public/property during display of Advertisement:** BeDA shall not be responsible or liable or made a party to any damages or accidents which may happen at the site. The Advertiser shall be sole liable and responsible for any loss of life and / or physical harm/ any other loss to the public or any other agency including Government on account of negligence on the part of Advertiser in maintaining the site properly.
- IV. **The Advertiser to intimate change of address:** The Advertiser shall keep Beda informed of change in his address, change in constitution etc. The intimation of change of address shall be given to BeDA for necessary amendments in the agreement. Otherwise a communication sent at the



address given to the BeDA shall be deemed to have been received by the Advertiser.

- V. **No subletting of advertisement rights:** No subletting or its assign of the advertising site is permissible. The Advertiser shall manage the Advertisement space by himself/itself or through his/its employees but shall not be allowed to sublet the Advertising space to any other person/agency/firm. If at any point of time it is found that the Advertising site / space has been sub-let the license as well as current contract shall be liable for cancellation with the approval of competent authority.
- VI. Co-ordination meeting will be conducted by the BeDAAs per requirement to facilitate the advertiser for smooth display of advertisement. The authorized officer is to ensure eviction drive for removal of un-authorized display in each month. BeDA will co-operate with the advertiser in clearing the obstruction for clear visibility of advertisement displays wherever and whenever required.
- VII. BeDA shall extend all co-operations in resolving the problems faced by the advertiser as regard to advertisement in the assigned area.

B. Other Terms & Conditions and Important Instructions:

The other terms & conditions and important instructions for management of advertisement space are as specified in **ANNEXURE-6**.

C. Responsibility of bidder before offering proposal:

- I. The bidder shall inspect the advertisement display area which will be given on and may obtain necessary clarification, if any, regarding the same to his full satisfaction before offering the bid for the same. The bidder shall acquaint himself/herself/itself of all the conditions and the advertisement spaces condition.
- II. The bidder should bid the amount by considering its entire revenue potential. BeDA will not be responsible for any decline in the revenue at the advertisement space for any reason whatsoever. Any claim for remission on the basis of harm to business interest on extraneous / unforeseen conditions / reasons whatsoever shall be summarily rejected by the BeDA without any kind of response to the licensee & the licensee shall not be entitled to make any claim / remission on that account.
- III. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold BeDA responsible for non understanding of the scope of work. Bidders are free to visit the site for advertisement to understand the advertisement space availability.

D. Remission

No remission shall be allowed in general on account of any reason. However, in exceptional circumstances involving natural calamity/national/state cause which may occur beyond control of any person or keeping the advertisement space without display as per approval of competent authority, BeDA may consider the request on case to case basis on facts and circumstances subject to verification/confirmation by the concerned department. This shall be in



extraordinary circumstances. The decision of competent authority of BeDA in this regard shall be final and binding.

E. Penal Action

- I. The Advertiser shall have to abide by all the relevant existing/future regulations made by BeDA. BeDA shall have the right to debar the selected agency and/or suspend business with him for any period and/or terminate the agreement and/or black-list him and/or impose penalty for violation, after issue of show cause notice. The decision of the BeDA shall be final and binding to all.
- II. The Advertiser shall be bound by the clauses mentioned in the contract agreement for the entire period of contract or till the time competent authority allows specific performance, even if he fails to get Berhampur Municipal Corporation registration renewed on time.

***Violation in this regard means:**

- a. Any of the violation of guidelines of Registration/Renewal.
 - b. Any of the violation of terms and conditions of contract agreement.
 - c. Any of the violation of contract agreement/affidavit & other declarations made by the selected agency.
 - d. Non-compliance or defiance of the directions/orders of the competent authority.
 - e. Any other violation which the competent authority may decide from time to time.
- III. The violations will be recorded in the respective contract files, space/location wise. The Advertiser shall be given seven days time to remove the violations from the date of issue of the show cause / letter in this regard and he shall have to submit a written compliance report of rectification as well as to pay the penalty fixed by the competent authority.
 - IV. BeDA shall reserve the right to carry out day to day inspections by any official of the BeDA or any other person/agency authorized in this regard and on the basis of inspection report submitted to the competent authority the decision of competent authority on fixing and levying penalty shall be final and binding on the Advertising agency.

F. Blacklisting and Cancellation:

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



G. Premature Closure of Contract:

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

5. BID SUBMISSION INSTRUCTIONS

A. Valid Tender Document:

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

B. Envelopes:

Bids shall be deposited in a sealed cover super scribed by "**Proposal for Selection of Advertisement Agency for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis**", containing two sealed envelopes, one for "Technical Bid"; second for 'Financial Bid', duly super scribed thereon – Tender Name, Technical bid/ Financial Bid & Opening Date and name / address of the bidder to ensure that the documents are returned at correct addresses for unsuccessful bids.

C. Submission Procedure:

The duly filled tender should be sent by registered post /speed post/courier/by hand (which shall be valid only if received on or before the due date & time). In case on due date if any holiday is declared then due date will be next working day on same time and venue.

- I. Tender Form should be clearly filled in Ink/ duly typed giving Full Name and address of the party and in English language only. All correspondence and other documents pertaining to the contract, which are exchanged between the parties shall be written in English.
- II. Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the Tender.
- III. That the document (all pages) must be signed by an authorized signatory of the bidder.
- IV. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender in his own interest. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- V. No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- VI. Bidders shall submit their Proposals at the given address on or before the last date and time for receipt of proposals mentioned in the tender documents.



D. Rejection of Bids:

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

- I. Made misleading or false representations in the tender document submitted by him in the tender.
- II. Has any pending due with BeMC/BeDA.
- III. Any bidder who has been blacklisted by Central Govt./ State Govt./ PUS/ ULBs due to any reason.
- IV. Any bidder who is found to have associated with or, interest in any defaulter/blacklisted business concern / person.
- V. Tries to influence the tender process through direct contact with any official involved in the tender process or through manipulative news reports against any competing bidder / complaints against competing bidders from known or unknown sources.
- VI. Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality their tender shall not be considered.
- VII. Failed to provide clarifications related thereto, when sought;
- VIII. Any delay in receipt of tender documents shall render the tender invalid. Telegraphic / fax/ e-mail /conditional tender etc shall be summarily rejected.
- IX. Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over.
- X. The Qualification Bid should not include any financial bid information. A Qualification Bid proposal containing any financial bid information shall be summarily rejected.
- XI. Any superfluous document(s) not related to the mandatory criteria in company profile shall not be taken into account and no weightage shall be given and shall result in summary rejection of bids. All participating bidders are clearly instructed to attach documents which are relevant to the scope of work / mandatory criteria as specified in the tender document and not any other work.

E. Pre Bid Meeting:

The BeDA shall convene a pre-bid meeting to address any Bid related queries. However, it is made clear that the BeDA shall entertain only those questions which have been submitted through e-mail or in writing, on the letter head of participating Bidders duly received at BeDA at least one working day in advance to the pre bid meeting. No questions other than that submitted in writing shall be entertained. Amendments necessitated, if any, as a result of the pre-bid meeting or otherwise shall be made available on the website. It shall be the responsibility of the Bidders to fine tune their bids incorporating the amendments so communicated through the email/ uploaded on website. The BeDA shall not be responsible for any oversight



or negligence on part of the Bidders on the amendments to the terms and conditions of the Tender document and notified through the email. That the BeDA shall not be responsible for communicating the same through phone or post.

6. BID EVALUATION AND ACCEPTANCE OF TENDER/ BID/ PROPOSAL

- a) **Advertisement license shall be given to the highest bidder on H1 basis (at the discretion of the competent authority), subject to the terms & conditions. In case, if there is valid single bidder it may be awarded after following due procedures and subject to approval of Competent Authority.**
- b) The offer/bid made by the tenderer shall be subject to acceptance by the competent authority, BeDA or any other officer authorized / designated by the competent authority. Earnest money in respect of unsuccessful tenderer will be refunded / returned without any interest, unless the same is forfeited for some other reasons on written request.
- c) Evaluation will be done as per the guidelines and documents submitted. The bidders who are technically qualified shall be considered for opening their Financial Bid.
- d) In case, there are two successful highest bidders, with matching bids the H-1 will be decided by transparent lucky draw system under the supervision of competent authority of the BeDA in the presence of both the bidders. During such a draw either the bidder or his authorized representative along with authorization certificate shall be allowed to contest in the draw and decision of authorized representative in this regard shall be binding on the party/bidder.
- e) The selected bidder is to start operation w.e.f the date to be specified later. EMD and Security Deposit shall be forfeited and the bidder shall be blacklisted for future tenders, besides other action being taken against him if he/she backs out after being declared highest bidder and intimated to start operation.

7. TIME LINES

I. Tender Opening:

Tender shall be opened in the presence of intending bidders/their representatives, who may like to be present at that time. In case Tender receiving/opening date is declared HOLIDAY, Tender shall be received and opened on next working day at the same time specified in the NIT (Notice Inviting Tender).

II. Gestation / Incubation Period:

The selected bidder shall also get a maximum gestation period of **30 days** from the date of issue of work order post signing of the agreement to set up the necessary infrastructure to commence the implementation of the advertising work. No extension of gestation period shall be allowed except for force majeure clause or non fulfillment of Conditions Precedent. The work order shall be release only on fulfillment of all the formalities as specified in offer letter.



III. Conditions Precedent:

That the date of the commencement of the project shall become and effective binding on the selected agency from the date of issue of work order provided however the following conditions are fulfilled by the BeDA to go ahead with the project:

- All administrative approvals are granted/ allotment letter given/ and Nodal Officer is appointed along with the work order / agreement / bank accounts are operationalized for effective implementation of the project.
- **Non Compliance of Conditions Precedent:** it is agreed that, if the above preconditions are not met in **7 days** from the date of such agreement, then the BeDA shall, at the option of the selected agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

IV. Contract Period:

The license/contract period will be duration of **Three (03) Years** from the date of contract. However, the license fee/ tax on advertisement shall be increased each year at the following rate:

- 2nd year - 10% increase on the amount of 1st year
- 3rd year - 10% increase on the amount of 2nd year

However, continuance for successive year shall be subject to the satisfactory completion of period of first year of contract (**satisfactory completion**) implies that there should not be any dues pending against the advertiser as well as no complaint / show cause notice/ penalty notice pending against him). However, if the registered licensee continues to operate the advertisement area after expiry of period, he shall be liable to pay to the BeDA the misuse/damages charges @ double the monthly license fee for such period of unauthorized occupation.

8. WORK ORDER / AGREEMENTS / OTHERS

I. Work Order:

Offer made by the H1 Bidder shall be subject to acceptance by the BeDA. Any offer may be rejected or permission granted for display at advertisement space may be withdrawn at any time without assigning any reason thereof. The offer once accepted, shall be final. An offer letter shall be issued within 7 days of completion of bid process and subject to fulfillment of all the requisite formalities as specified in offer letter, within seven days of issue of the same, a formal allotment letter/work order shall be issued to the selected bidder.

II. Agreement:

The agreement shall be subject to the provisions contained in Act / Rules / Regulations / Bye-laws as in force from time to time. The decision of the competent authority in BeDA shall be final and binding on any issue arising out of the Agreement. Any supplementary agreement shall be entered on need basis subject to the requirements of BeDA.



III. Agreement to be Executed:

The successful Bidder shall execute an agreement with the BeDA in the format to be supplied by the BeDA at the issuance of work order on a non-judicial stamp paper of INR 100/- to be purchased and provided by the said Bidder within 7 days of issue of the offer, failing which the earnest money shall be forfeited along with penal action as per penalty clause shall be initiated and offer by the BeDA shall be **deemed** to have been cancelled.

Forfeiture of Earnest Money

Once the bid has been accepted and an offer of allotment made asking the bidder to deposit the license fee as well as the prescribed performance guarantee within a specified period, failure/default on the part of the bidder to deposit the requisite amount within the stipulated period will result into forfeiture of the earnest money and cancellation of offer without any further notice to the concerned bidder.

IV. Successor Body:

That, if there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.

V. Exclusivity:

The successful bidder shall have sole and exclusive right for the implementation of the said project on the assigned advertisement space and collection of Advertisement charges from different assesses for advertisement for the contract period as defined above.

VI. Force Majeure:

The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include but not be limited to war (invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage), Act of God, epidemic, cyber terrorism / cyber criminals, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion, strike, embargo put by the Government or any Court Of Law / threats from anti national elements / political protests against the project or extortion from anti social elements, theft, loot or any other situation not envisaged at the time of formulation of this project / tender. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.



VII. Termination of Contract:

- a) The BeDA may at any time terminate the Contract by giving written notice to the Agency, if it becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company.
- b) The contract may also be terminated due to non-performance of selected agency during execution of Project. In such case the BeDA shall intimate the selected bidder in writing about all issues where performance is below the required level or is not satisfactory and the selected bidder shall be given 30 days to rectify the same. Failure to rectify the same shall result in termination of the contract. That a part of the Performance Guarantee/Security Deposit may be deducted to the extent of non performance.
- c) That Security Deposit/ Performance Guarantee shall not be invoked in case of force majeure situations.
- d) The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations.
- e) That no consequential damages shall be payable by the either parties upon termination of the contract.

VIII. Breach of Agreement and Its Restoration:

BeDA shall have the right to terminate the license and forfeit the security amount if the licensee commits any breach of any of the terms and conditions of this agreement. In case, the licensee wishes to get the license restored / renewed, the competent authority, BeDA may at its sole discretion; restore / review the license for the remaining period, subject to the licensee paying a sum / amount equal to 5% of the total bid amount as restoration charges along with license fee for the intervening period.

IX. Blacklisting and Cancellation:

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

X. Disputes:

All legal matters shall be subject to Berhampur jurisdiction, only.

XI. Interpretation:

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

XII. Surrender:

- a) In the case of surrender of the advertisement contract, the advertiser shall have to give at least 90 days notice, but not



before the lapse of 9 months of start of the contract, so as to enable BeDA to examine the notice and to take decision and to make alternative arrangement for running of advertisement space for safeguard of BeDA revenue.

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

XIII. Undertaking/ Affidavit

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



XIV. Payment of National / State / Local Taxes

The successful Bidder has to pay all national / state / local taxes/GST/any other taxes, as applicable, directly to the concerned authority.



ANNEXURE-1

**FORMAT FOR BID APPLICATION
(ON COMPANY LETTER HEAD)**

Date:

To,

**The Secretary,
Brahmapur Development Authority (BeDA),
Near Courtpetta Junction,
Brahmpaur-760004, Ganjam (Odisha)**

SUB: Tender for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis.

Sir,

1. I/We, the undersigned, have carefully examined the referred tender and offer to participate in the same, in full conformity with the said tender along with all the terms and conditions.
2. I/We understand BeDA is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
3. I/We have enclosed towards EMD vide D.D No. _____ Dated _____ drawn on _____ for Rs. _____ that has been enclosed with this letter.
4. I/We have enclosed towards Tender document fee vide D.D No. _____ Dated _____ drawn on _____ for Rs. _____ hat has been enclosed with this letter.

Signature.....

Designation.....

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



Brahmapur Development Authority
Near Courtpeta Junction, Brahmapur, Odisha-760004

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ANNEXURE-2

DECLARATION/UNDERTAKING

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

Seen and accepted.

**Signature of the Authorized
Signatory (With Office Rubber
Stamp)**



ANNEXURE-3

BASIC INFORMATION OF THE BIDDER

1.	NAME OF THE ORGANISATION / INDIVIDUAL/APPLICANT	
2.	CORRESPONDENCE ADDRESS	
3.	CONTACT MOBILE NUMBER	
4.	E-MAIL ID	
4.	NAME OF PERSON(S) TO BE CONTACTED FOR CLARIFICATION WITH MOBILE NUMBER	
5.	PAN NUMBER	
6.	GST NUMBER	

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

**SIGNATURE OF AUTHORIZED SIGNATORY
WITH SEAL:**

DATE:



ANNEXURE-4

Financial Capacity of the Bidder: Format for CA Certificate

(The format should be certified by Chartered Accountant)

Sl. No.	Financial Year	Annual Turnover
1	2020-21	
2	2021-22	
3	2022-23	
Average		

Signature & Seal of CA with registration
Number



ANNEXURE-5

FORMAT FOR AFFIDAVIT

(To be executed on a non-judicial stamp paper of Rs.100/- and duly sworn in before Executive Magistrate / Notary Public)

I, _____ s/o _____ resident of _____ do hereby solemnly affirm and declare as under:-

1. That neither I nor any proprietor/partner/director of M/s _____ has been directly or indirectly associated in any manner with any other such Company/ Agency/Firm which has any dues payable to Berhampur Municipal Corporation (BeMC) /Brahmapur Development Authority (BeDA).
2. That I am a registered advertiser.
3. That the applicant firm/company has never been penalized/ blacklisted by the BeMC/ BeDA in the past.
4. That the applicant firm/company shall abide by the terms and conditions of NIT/Guidelines of BeDA in this regard of advertisements, from time to time and shall make no representation whatsoever in this regard.
5. That the applicant firm/company shall pay all the taxes/fees and other dues to the BeDA in this respect regularly.
6. That I/we certify that no dues are pending against me/us or any of my/our associated companies / firms / dependent family members related to any advertisement space in BeMC/ BeDA and in case of any adverse findings at any stage the allotment of advertisement lot shall stand automatically cancelled without any notice.
7. That the said bid is not a Benami bid on behalf of any blacklisted / barred person / firm/ company / associated firms or companies or family members of such persons. If at any stage this comes to the notice of BeDA the tender shall be cancelled and all EMD shall stand forfeited.
8. That I/we shall abide by all rules, regulations, and instructions, issued by BeDA from time to time.
9. That the E-mail ID is our valid E-mail ID for all communications to BeDA and all correspondence sent by BeDA to this E-mail ID shall be considered to have been received by us.
10. That once we are selected through the bid process, we shall provide a Current Bank A/c from which all payments shall be made to BeDA be it license fees or



any security deposit. That in case of any default in payments we are liable for action under NI Act.

11. That my/our PAN Number is.....
12. That my/our GST number is
13. That I/we shall furnish a performance guarantee in form of DD of the amount that BeDA directs us to submit.
14. That the ID Proof / Photo of the person signing the document is attached with this affidavit and duly attested.
15. That I/we have inspected the location under offer and are ready to take the site on as is where is basis and have acquainted us with all the local conditions and advertisement space conditions at the said site.
16. That I/we shall not hold BeDA responsible for decline in the potential of revenue from the said site due to any reason whatsoever and shall not claim any reduction/remission in payable monthly license fees payable to BeDA under any condition except where the display is suspended for a particular period by BeDA due to any reason / due to force majeure conditions.
17. That I/we understand that BeDA reserves the right to display advertisements either directly by itself or through any authorized agency /advertiser at the assigned space and we shall abide by any direction of BeDA in this regard.
18. That payment of monthly license fees for the said advertisement space does not create any lien for us. That we have been assigned the place for advertisement purpose only and it does not create any tenancy rights for us. That I/we understand that the space shall always be the property of BeDA and I/we shall not claim any right / title / interest or any nature of easement in relation to or respect thereof.
19. That we give the free and unhindered right to BeDA to forfeit the performance guarantee in case any declaration given by us in the tender is found to be incorrect or misleading.
20. That I/we understand that in case our contract is cancelled by BeDA at any stage before the scheduled period, BeDA has the right to grant rights to operate the advertisement space to the next qualified bidder for the remaining period of the contract without the need for re-tendering. That, the decision of BeDA in this regard shall be final and binding on all participating bidders.



21. That I/We accept that in case there are two or more qualified bidders with the same financial bid, a lucky draw system shall decide which party shall be awarded the contract.
22. That I/we shall put all illuminations / signage/display boards as directed by BeDA at the time of issue of work order. That the same shall be complied within 15 days of commencement of the work at the said zone. That a penalty as prescribed by BeDA shall be levied on me/us for non compliance.
23. That we shall pay license fee rates as approved by BeDA from time to time.
24. That I/we shall completely indemnify BeDA on any liability arising on any mis-happenings.
25. That I/we shall comply with directions of Police in respect of safety and security of public at large.
26. That I/we understand that in case any damage is done to any Government / private property due to our site, I/we shall get the same repaired at our own cost.
27. That I/we shall handover the possession of the said site for a limited period as desired by BeDA for any purpose at any time.
28. That I/we undertake that in case of surrender of advertisement space of contract, I/we shall be debarred to participate in the future tender process for at least two consequent years.
29. That I/we shall extend full cooperation for any new developmental /repair work by BeDA or any Government agency at the advertisement site.
30. That I/we shall hand over the possession of the advertisement site peacefully to BeDA at the time of completion of the said contract or at the time of termination of the contract by BeDA.
31. That I/we shall intimate BeDA in case the address of the establishment changes within 7 days of such change taking place.
32. That I/we understand that officials of BeDA have the right to inspect the advertisement site at any time and I / we shall extend full cooperation in this regard.
33. That I/we shall manage the advertisement site our self and shall not outsource the work to any third party.
34. That I/we shall abide by the advertisement policy as approved by BeDA/ Govt. from time to time.
35. That in case of cancellation/expiry of contract or surrender of advertisement site before expiry of contract, I/we have to continue operations till the alternative



arrangement are done and the decision of the competent authority shall be binding upon me/my firm.

36. That I/we shall undertake to fulfill all statutory tax compliances as may be in vogue from time to time.
37. That I also undertake that all the facts and documents submitted by me are genuine. In case any of the documents and/or information furnished is found to be false or is objected to by any of the persons concerned, the BeDA will be at liberty to cancel the contract.

Deponent

VERIFICATION:

Verified on this _____ day of _____, 20____ that the contents of the above affidavit are true to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent



ANNEXURE-6

**TERMS & CONDITIONS AND IMPORTANT INSTRUCTIONS FOR ALLOTMENT OF
ADVERTISING RIGHTS ON 186 NOS. OF ELECTRICAL POLES FROM DURA
JUNCTION TO GOPALPUR UNDER BeDA**

1. Contract Period

The terms & conditions will be applicable in respect of display of advertisement on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA and shall be valid for a period of 3 (Three) years from the date of commencement of the contract with an increase in the monthly license fee by 10% in the 2nd year and 10% of the 2nd year in 3rd year. **In order to promote use of non-conventional source of energy, the contractor / advertiser may use solar panel / system for illumination of advertisements. Accordingly, no remission shall be admissible, on this account.**

2. Incubation period

The initial period of SEVEN DAYS from the date of allotment of the contract, shall be allowed for installation/repair of structure, installation of solar energy system and necessary clearances from the concerned authorities, if any, which shall not be extendable under any circumstances. The monthly license Fee shall be payable by the advertiser with effect from 8th day from the date of allotment.

3. Participation in tender

- a) The advertisers who have cleared all the up-to-date outstanding dues of BeMC/BeDA, shall be eligible to participate in the tender.
- b) The intending tenderers will be required to submit a copy of these terms & conditions duly signed on each page.
- c) Incomplete, conditional or tenders without requisite Earnest Money Deposit (EMD)& Tender Document fee are liable to be rejected summarily.

4. Description of Advertisement Space

Advertisement will be displayed only at the allotted spaces i.e 186 Nos. of Electrical Poles. The intending tenderer shall inspect the allotted space and may obtain clarification, if any, regarding the advertisement space, before offering bid for the same. No objection / grievance / dispute, in this behalf, shall be entertained subsequent to submission of the tender. No remission in license fee or advertisement tax will be given on the ground that display of advertisement space is objected to by any authority, without any valid reason.

5. Allotment

The levy and recovery of license fee will start automatically from the effective date as notified in these terms and conditions or at the time of allotment of the contract. In case the previous contractor fails to remove the display from the allotted site, if any, after the expiry of the contract period or any unauthorized advertisement is displayed at the allotted site, the new contractor or the BeDA shall have the right to cause such display to be removed for which the previous contractor or the unauthorized displayer, as the case may be, shall have no right to claim any damages. No extension of time for removal of advertisement displayed on the site shall be given after expiry of the contract period, under any circumstances whatsoever and it will be his duty to remove the advertisement so



displayed on the site latest by the forenoon of the day following the date on which the contract expires.

6. Deposit of License Fee / Advertisement Tax

The advertising contractor shall deposit license fee through demand draft / bankers cheque by the 10th or by the working day preceding to the 10th day of every succeeding month. The advertisement tax for four months will be kept as advance in shape of 4 (four) post-dated cheques. If any advertisement on the advertisement space is found to be displayed without payment of advance advertisement fee, the same shall be liable to be removed by the BeDA at the risk and cost of the advertiser. All correspondence and payments should be made in the Office of BeDA, Brahmapur against proper receipt.

7. Non-payment of License Fee

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

8. Responsibility of advertisement space

The BeDA shall not be responsible for damage or theft of the frames, structures fixed by the advertiser or for any temporary obstruction caused to the advertisement including pasting of posters etc by any person/political party on the advertisement space. It shall be primary responsibility of the allottee to safeguard and protect their site.

9. Non Transfer of advertisement rights

The advertiser in whose name the display right is allotted shall not transfer the same to any other advertiser/advertising agency without prior approval of the BeDA.

10. Display of advertisement only at allotted site

The advertisement shall be displayed only at the allotted 186 Nos. of electrical poles erected from Dura junction to Gopalpur.

11. Design of display & Rules and Regulations needs to be followed

Each display pole kiosk (advertisement) shall be of standard size of 3 feet X 2 feet (each side). The specific parameters with respect to the height of the display to be followed. The advertisement shall also be strictly in accordance with the specific provisions as laid down in the OMC Act & Rules, 2003 and as specified by BeDA time to time. It should not obstruct the vehicular traffic.

12. Maintenance of site

The advertisement site shall be structurally sound and maintained in good and properly secured condition. The advertisement shall, at all time, fixed and



retained in all respect to the satisfaction and in accordance with the requirement prescribed by the BeDA.

13. Electricity Connection for Illuminated display

The advertiser shall obtain electricity connection for illuminated display in his own name or install solar energy system, for which BeDA shall provide him necessary No Objection Certificate, on his specific request. In this regard, all charges / dues shall be payable by the advertiser directly to the concerned electricity company. No generator set shall be allowed for this purpose.

14. Responsibility of the Advertiser

The advertiser shall always be responsible for any injury or damage caused to or suffered by any person or property arising out of or relating to the display of the advertisement and the consequential claim or claims shall be borne by the advertiser who will also indemnify and safeguard the BeDA in respect of any such claim or claims. The advertiser shall display the advertisement in a proper manner taking all precautions against electrocution and BeDA shall not be responsible for any negligence, injury or casualty resulting from the installation, removal or upkeep of the advertisement.

15. Statement of Account of advertisements displayed

The advertiser shall maintain proper record of the advertisements displayed by him and produce the same on demand before BeDA. The advertiser shall also submit true monthly statement during the preceding month, at the time of payment of license fee to BeDA.

16. Matter of Advertisement

The advertiser shall ensure that the content of advertisement displayed is not indecent/obscene or otherwise offensive to good taste or against public sentiments or in contravention of the rules and regulations of BeDA, as amended from time to time. The decision of the Authority of BeDA in this respect shall be final.

17. Removal

If necessary, the Authority of BeDA shall have the right to remove the advertisement (specific places) without assigning any reason for which no rebate shall be claimed.

18. Loss to BeDA

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

19. Dispute Redressal

In case of any dispute on the clauses of agreement to be executed with the highest bidder, the matter shall be referred to the Chairman, BeDA whose decision shall be final, binding and conclusive on both the parties.



Brahmapur Development Authority
Near Courtpeta Junction, Brahmapur, Odisha-760004

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20. Breach of conditions

In case of breach of any condition, as referred to above, or in the case of contravention of any of the provisions contained in the OMC Act or the Bye-laws framed there under or in case any fee, charge, tax or any other amount is not paid or for any other reason, the allotment shall be deemed to be terminated/cancelled and/or revoked. The Authority of BeDA shall remove the advertisement without any compensation whatsoever, beside forfeiting the performance guarantee and recovering the loss caused to BeDA. The advertisement space may be allotted to any other advertiser at the risk and cost of the defaulting advertiser, who may also be black listed.

DECLARATION: *I/We declare that I/We have read and understood the above terms and conditions for the allotment of display rights relating to advertisement in electric poles of BeDA from Dura junction to Gopalpur and in token of acceptance of the same, have initialed each page. I/We undertake to abide by the said terms and conditions. I/We are major on the date of making this declaration. I/We further undertake that I/we are bound to clear the outstanding dues, if any, during the contract period.*

**Signature of the Advertiser
and Seal**



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ANNEXURE-7

FORMAT FOR FINANCIAL BID
(ON COMPANY LETTER HEAD)

To

**The Secretary,
Brahmmapur Development Authority (BeDA),
Near Courtpeteta Junction,
Brahmmapur-760004, Ganjam (Odisha)**

Sub: Financial Bid – Tender for allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis.

Dear Sir,

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

Sl. No	Description	Monthly License Value for First Year in INR (Figures)	Monthly License Value for First Year in INR (Words)
1	Allotment of advertising rights on 186 Nos. of electrical poles from Dura junction to Gopalpur under BeDA on Monthly License Fee basis		

We also understand that BeDA shall not accept those Bids, which are not in conformity to the prescribed terms and conditions.

Thanking you.

Signature of Authorized Signatory with Seal

Date:



ANNEXURE-8

**INFORMATION REGARDING LITIGATION(S),
(Information to be furnished by the Bidder only)
(Strike out from 'Yes' / 'No' whichever is not applicable)**

- 1) Whether the Bidder is/are involved in any litigation (s) relating to Similar Govt. Contract Work in India : **Yes / No**

- 2) If **Yes**, please furnish the details :

- 3) Whether the Bidder or any of its Constituent Partner(s) (in case of Firm / Company / Joint Venture) has/have been debarred/expelled by any Govt. Authority/Office in India since last three years (2020-21, 2021-22, 2022-23) : **Yes / No**

- 4) If **Yes**, please furnish the details :

- 5) Whether the Bidder or any of its Constituent Partner(s) (in case of Firm / Company / Joint Venture) failed to perform according to the Terms & conditions of the Work/ Contract(s) and whether any Contract(s) awarded in favour of the Bidder in India was/were Rescinded with penalty during the last three years (2020-21, 2021-22, 2022-23) : **Yes / No**



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- 6) If **Yes**, please furnish the details :
- 7) Whether any Criminal Case(s)
Has/have been instituted and/or
in progress in India by any Govt.
Office / Authority against the Bidder
since last three years(2020-21, 2021-22, 2022-23)
due to Non-fulfillment of the obligations
in respect of similar Work(s) Contract : **Yes / No**
- 8) If **Yes**, please furnish the details
and present status of such case(s) :

I undertake that, If any information or any declaration furnished in this document is found to be incorrect or concealed then, I will be liable for penalty and/or punishment as per Rules and as deemed proper by Berhampur Municipal Corporation.

(Signature of the Bidder)

(Full Name of the Bidder)
**(Authorized Signatory with Designation &
Office Seal in case of Firm/Company/Joint
Venture)**