



# GREATER VISAKHAPATNAM MUNICIPAL CORPORATION

## TENDER SCHEDULE

<b><u>NAME OF WORK</u> :</b>	<b>Privatization of collection of Advertisement tax (Hoardings, Bus shelters, Uni Poles, Arches, Glow-sign boards on commercial buildings, Cinema Theaters, Pole Kiosks, Central Medians (Lollypops), Ads on Mobile Vehicles, Wall Paintings on private buildings and all types of Advertisements) within the Greater Visakhapatnam Municipal Corporation limits only existing advertisements.</b>
Last date for submission of sealed tenders :	15.12.2010 upto 4.00 P.M.
Auction :	15.12.2010 at 4.30 P.M.
Opening of Sealed Tenders : immediately after Completion of auction.	15.12.2010 at 5.00 P.M.

**SIGNATURE OF THE TENDERER**

## TENDER SCHEDULE

To  
The Commissioner,  
Greater Visakhapatnam Municipal Corporation,  
Visakhapatnam.

Dt:

Sri,

I, Sri / Smt \_\_\_\_\_ offer

the following amount towards the advertisement tax per one year to possess rights to advertise for a contract period of 3 years at the place mentioned below as per the terms and conditions enclosed to the tender schedule.

1.	Tender as per the advertisement notice Rc.No.5986 /94/G3, dt. . .2010	:	Collection of Advertisement Tax within the Greater Visakhapatnam Municipal Corporation limits only existing advertisements.
2.	Name of the bidder	:	
3.	Father's name	:	
4.	Address	:	
5.	Amount offered per year over the upset price	:	
6.	Details of EMD	:	

**SIGNATURE OF THE TENDERER**

I certify that this tender is submitted by me as per the terms and conditions prescribed by GVMC and I will abide by the conditions.

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## **TERMS & CONDITIONS**

1. Sealed tenders will be received in the prescribed form by the Chief City Planner, GVMC upto **4.00 PM on 15-12-2010** in the chambers of the Chief City planner, Greater Visakhapatnam Municipal Corporation. OPEN AUCTION WILL BE CONDUCTED IN THE OLD COUNCIL HALL OF GVMC OFFICE amongst the tenderers before opening of the sealed tenders. The tenderer or bidder who quotes the highest amount will be given the contract to act as an agent of GVMC for collection of advertisement tax for a period of **3 years** commencing from the financial year 2010-11. If, the last date for receipt of tenders happens to be a holiday, the tenders will be received and opened on the next working day.
2. The Commissioner of Greater Visakhapatnam Municipal Corporation, Visakhapatnam is the Competent Authority to accept the tender / open auction in Tender-cum-Auction procedure and reserves the right to accept or reject any one or all the tenders without assigning any reasons thereof.
3. The cost of the Tender Schedules is **Rs.500/-** and the amount should be remitted in the Soukaryam, Greater Visakhapatnam Municipal Corporation in favour of Commissioner, Greater Visakhapatnam Municipal Corporation, Visakhapatnam which is non-refundable.
4. The prospective bidders/participants shall deposit an amount of **Rs.50,00,000/-** towards EMD in favour of Commissioner, GVMC, Visakhapatnam in the form of Demand Draft. The EMD amount drawn after the date of issue of tender notification in favour of Commissioner, Greater Visakhapatnam Municipal Corporation, Visakhapatnam should be enclosed along with the tender schedule applications. The tender without payment towards the cost of tender schedule and EMD will be rejected.
5. Tender schedules will be issued upto **2.00 PM on 15-12-2010**.
6. The tenderer is requested to mention the postal address on the tender schedule for correspondence by the Greater Visakhapatnam Municipal Corporation.
7. Tender documents should not be sent by post. The Prospective bidder is allowed to submit the tender either in person or through his agent. In case of submission of the tender by post, the risk and responsibility for either loss or delays in transit is that of the tenderer.
8. Tender schedules are not transferable.
9. The tenderer may drop their sealed covers containing the tenders in the box provided for the purpose as per the date and time prescribed in the tender notice in the chambers of the Chief City Planner, Greater Visakhapatnam Municipal Corporation, Visakhapatnam before **4.00 PM on 15-12-2010**.
10. Conditional tenders will not be accepted.
11. (a) The bidders may also participate in the tenders by down loading the tender schedules from Corporation website **www.gvmc.gov.in / www.soukaryam.com**.  
(b) The bidders who are participating in the tenders by down loading the tender documents from website shall enclose Demand Draft for Rs.500 also separately towards the cost of Tender Schedule.

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12. The tenderer shall keep the Demand Draft towards EMD and tender schedule application in a sealed cover and shall note clearly, the Name and Address of the bidder on the sealed cover and drop in the tender box. If the tender schedule is obtained from web site the Demand Draft towards cost of tender schedule also shall be enclosed in the same cover.
13. The successful bidder shall enter into an agreement and register the same with his own expenditure on or before 31-12-2010. If not, the EMD and other deposits paid by the bidder will be forfeited to the funds of Greater Visakhapatnam Municipal Corporation and the Commissioner reserves the right to cancel the tender.
14. The successful bidder shall furnish Bank Guarantee from any Nationalized bank for the bid amount for a period of 3 years to GVMC in 15 days from the date of award of the contract.
15. The successful bidder will be authorized to collect advertisement tax as per Schedule of Rates on behalf of Greater Visakhapatnam Municipal Corporation every year for all the existing advertisements only in the schedule area. For new permissions if any accorded by GVMC, in private sites with effect from the date of bid, the bidder is entitled to collect the Advertisement tax for the present year and also in the successive years. Further, for the new permissions accorded by the GVMC in the public properties, only GVMC is empowered to collect the Advertisement tax for the present year and the successive years.
16. If any permission is accorded by the GVMC through tenders in the past, the GVMC is empowered to collect the Advertisement tax and the details of those particulars will be furnished to the successful bidder by GVMC along with actual demand particulars.
17. The successful bidder will have to ensure remittance of 25% of bid amount by December-2010 end and 25% of bid amount by January-2011 end and the remaining 50% latest by March-2011 end for the year 2010-11. For the second & third year i.e., 2011-12, 2012-13 the successful bidder shall ensure remittance of 50% of the bid amount by September month end of the year and remaining 50% by March month end of the year. The grace period for above remittances is 15 days and in the event the amount is not remitted within the grace period, interest will be collected on pending amount at the rate of 12% for a period of one month. If the bidder fails to comply with the above conditions GVMC retains the right to revoke the contract and to forfeit the Bank guarantee amount.
18. In case any existing Hoardings/Boards/Poles/Arches or any other advertisement are found to be objectionable are causing obstruction for any development work including road widening, the Commissioner, GVMC is empowered to remove such Boards/Poles/Arches or any advertisements. The bidder shall not claim any damages for such boards removed and he shall not claim any reduction for such removal of boards, from the bid amount due to GVMC. However, the GVMC will make every effort to show / earmark an alternative location for such removed boards. The bidder can also suggest alternative locations on private sites only for erection of the removed Hoardings, Boards etc., for consideration.
19. It is the responsibility of prospective bidder to conduct demand survey and to assess the expected revenue in the form of Advertisement tax strictly as per the Schedule of Rates in case of existing boards, hoardings, Pole ads, Kiosks, illuminated ads etc.

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20. In the name of the existing hoardings the bidder shall not either directly or indirectly erect / display new boards / poles etc either in private & public places without the required permission from GVMC.
21. In case the bidder is found indulging in such malpractices, the Commissioner, GVMC is empowered to cancel the contract and forfeit the Bank Guarantee amount after serving notice informing the bidder of such malpractices.
22. If the bidder wants to quit the contract during the contract period he should furnish an advance notice of 90 days and agency will be responsible for loss, if any, for quitting the contract within the contract period. After such notice from the bidder, the contract will be cancelled with the prior approval of the Commissioner. The Corporation may go for auction after cancellation of the contract period. In such case the former bidder has to bear the loss, if any caused to the Municipal Corporation and such loss will be recovered from him.
23. **The Bidder after ensuring the remittance of the full and complete bid amount within the stipulated time, the bidder is entitled to claim 30%, if the collection is more than the bid amount of Rs.6.00 Crores for the excess amount, over bid amount if reached in the 1<sup>st</sup> year, and 25% will be entitled in the 2<sup>nd</sup> year, and 20% in the 3<sup>rd</sup> year respectively. The bidder is entitled to above the bid amount from GVMC within 30days from the date of remittance of in full bid amount.**
24. The Commissioner, GVMC has got the right to cancel the contract without giving any notice, if the bidder fails to comply the instructions of the GVMC Authorities issued from time to time and fails to follow the contract conditions, in such case of cancellation. The Commissioner or the Officer authorized by him is having every right to take action as mentioned in the above conditions.
25. During the contract period it shall be the responsibility of the contractor to pay all taxes, fees, charges etc., to the concerned authority / department, separately.
26. The Commissioner, GVMC shall have the right to reject all or any of the tenders and prohibit entry of any prospective participants without assigning any reasons.
27. The Commissioner, GVMC also reserves the right to modify the terms and conditions or withhold or cancel the process through a notice displayed at the place of auction.
28. Only the participants shall be allowed entry into the Tender-cum-Auction place.
29. The participants shall peacefully and in a dignified manner participate in the Tender-cum-Auction process. Any unruly behavior of any participants will entitle the Commissioner, GVMC to direct the exit of such participants without prejudice to any other action that may be taken against such participants.
30. The decision by the Tender opening cum Auction Officer accepting the bid shall be subject to confirmation by the Commissioner, GVMC whose decision shall be final and binding. In case of non-confirmation, the bidder will be informed of the same duly returning the EMD.
31. Any other terms and conditions as may be announced during the Tender / Auction time shall also become applicable and binding.

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32. The Commissioner, GVMC shall have the right to withdraw the contract for all or any for the defaults of the agency in complying with his obligations / duties / conditions as stipulated in the agreement by giving 3 months notice. If the bidder fails to rectify / cure the default within the said 3 months, the Commissioner, GVMC may withdraw or cancel the contract in which case, the GVMC shall be under no obligation to pay any compensation.
33. The contract is not transferable either in part or full.
34. The Tenderer shall strictly observe the contract labour, minimum wages and all other Acts & Rules made there under concerning the advertisements.
35. If any doubt arises in giving meaning to the above conditions and also in the matter of Tender-cum-Auction process the decision of the Commissioner is final and the bidder should abide for the above decisions.
36. The Commissioner, Greater Visakhapatnam Municipal Corporation reserves the right to take action against the existing advertisement media towards collection of arrear demands.
37. The bidder is not empowered to issue notice directly to any Ad-agency. All the demand notices shall be served in the name of Commissioner, GVMC and the bidder will act as agent only.
38. The bidder shall collect the Bankerscheque / DD etc., in the name of Commissioner, GVMC and deposit the same in the Municipal funds.

**The tenderers may participate in the pre-bid conference to be held at Old Council Meeting Hall in GVMC Main Office on \_\_\_\_\_ at \_\_\_\_ AM / PM.**

**SIGNATURE OF THE TENDERER**

**COMMISSIONER**