

# **EDC Limited**

**(A Government of Goa Undertaking)**

**1<sup>st</sup> Floor, EDC House, Dr.Atmaram Borkar Road,**

**Panaji, Goa 403 001 Ph.2224510, 2224517**

**CIN: U65993GA1975SGC000214**

## **TENDER NOTICE**

Sealed and Superscribed Tenders are invited by Two Envelope System by EDC Ltd. from Advertising Agencies for **Allotment of Advertising Rights at Patto Plaza**, Panaji-Goa, for a period of one year till 31.03.2020. The estimated value of Advertising Rights is Rs.1,10,000.00 per annum excluding GST. The Interested Parties may refer to the detailed Tender Notice on website [www.edc-goa.com](http://www.edc-goa.com) for pre-qualification criteria, tender process, etc. The Tenders are to be submitted latest by **1.00 p.m. on 22/01/2019**. The right to accept or reject any or all the Tenders is reserved by EDC.

General Manager  
(Engineering)

## **TENDER NOTICE**

Sealed and Superscribed Tenders by Two Envelope System are invited by EDC Ltd. from Advertising Agencies who meet Minimum Prequalification Criteria laid down here below for **Allotment of Advertising Rights at Patto Plaza**, at Panaji Goa for a period of one year till 31.03.2020.

### **MINIMUM QUALIFICATION CRITERIA**

*“Any person, Company, Partnership in business for minimum five years”.*

The Interested Advertising Agencies could collect Tender Papers from General Manager (Engineering), 1<sup>st</sup> floor, EDC House, Dr. Atmaram Borkar Road, Panaji- Goa-403001, or could be downloaded from website [www.edc-goa.com](http://www.edc-goa.com) between 10.01.2019 to 21.01.2019

The estimated value of work is Rs.1,10,000/- (Rupees One lakh ten thousand only)

The Tender should be submitted by two envelope system. The Technical Bid and Financial Bid should be separately submitted latest by 1.00 p.m on 22/01/2019.

The **Technical Bid** is to be submitted in a separate and superscribed envelope and should have certified copies of documents to prove their experience Technical Bid should also have copy of Pan Card and also Earnest Money Deposit of Rs.10,000/- (Rupees ten thousand only) by way of Demand Draft/by cash in favour of EDC Limited payable at Panaji,Goa.

The **Financial Bid** should also be in a separate and sealed envelope and should contain following:

1. Tender Papers duly signed.
2. **A Lumpsum annual amount** that the Successful party would pay to EDC Ltd, towards Allotment of Advertising Rights to them at Patto Plaza, as detailed in the Tender document.
3. The quoted amount is to be exclusive of GST or any other taxes as applicable to paid separately.

The Technical Bids shall be opened on 22/01/2019 at 3.30 p.m. in the presence of Tenderers, if willing to be present.

The Financial Bids of only those Tenderers who meet the Minimum Prequalification Criteria based on the documents submitted by them, will be opened later which will be communicated to the prequalified tenderers.

EDC Ltd. reserves right to reject any or all of the Tenders.

**EDC LIMITED**



**1<sup>th</sup> Floor, EDC House, Dr.Atmaram Borkar Road,  
Panaji, Goa 403 001.**

**TENDER DOCUMENTS**

**FOR**

**ALLOTMENT OF RIGHTS OF**

**ADVERTISEMENT**

**AT PATTO PLAZA**

**PANAJI – GOA.**

**JANUARY 2019**

## INSTRUCTIONS TO TENDERERS

1. The tenders shall be submitted to General Manager (Engineering), EDC Limited 1<sup>st</sup> Floor, EDC House, latest by 1.00 p.m. 22/01/2019.
2. The Tender are to be submitted by **two envelopes system** i.e. Technical bid and Financial Bid, shall be separately submitted.
3. The Technical Bid of the Tender shall be submitted in a separate envelop superscribed as "**TECHNICAL BID**" and should be necessarily enclose following:
  - a) Earnest Money Deposit of 10,000/- (Rupees ten thousand only) by way of Demand Draft deposit payable at Panaji, in favour of "EDC Limited".
  - b) Copy of PAN Card.
  - c) Certified copies of documents to prove the minimum experience stipulated with regard to Advertising works carried out by them.
  - d) Address, E-mail, telephone nos. of Tenderers.
4. The financial Bid should also be submitted in a separate envelope superscribed as "**FINANCIAL BID**" and should have duly filled Tender document i.e. Tender document duly signed on each and every page, with lumpsum amount quoted.
5. The Tenderers are required to quote **LumpSum** annual amount towards Allotment of rights at Patto Plaza, above the estimated cost, excluding GST or any other taxes as applicable (Refer Annexure to the Tender Documents.) The GST will have to be paid to EDC Ltd. over and above accepted lumpsum annual amount.
6. The Financial Bids of only those Tenderers who get pre-qualified based on the **pre-qualification criteria** stipulated and based on the documents submitted in the Technical bid, will be opened thereafter.

7. The Technical bid will be opened at 3.30 pm on 22/01/2019 in the Office of EDC Limited, in the presence of Tenderers, if willing to be present.
8. The Tenderers are required to carefully study the conditions of the contract ,site conditions at Patto Plaza, to get themselves acquainted with scope of work and conditions at Patto Plaza.
9. The quoted amount should be mentioned in words as well as in figures. In case of discrepancy between the two , the amount in words will prevail over the figures.
10. The Tenderers are required to sign on all pages of tender documents which should be submitted to EDC Ltd. with its Annexure.
11. The Tenders not accompanied by the Earnest Money will be rejected . In case , the successful tenderer fails to commence the work within scheduled time or fails to keep tender open during validity period, the Earnest Money will be forfeited by the EDC Ltd without prejudice to any other right.
12. The Tenders submitted shall remain valid for a period of **60 days** from the date set for opening of the tenders and tenders once submitted shall not be withdrawn.
13. The EDC Ltd. reserves right to reject any or all tenders without assigning any reasons.
14. No conditions should be stipulated in the tenders to be submitted.
15. Tender forms are not transferable and cost of the tender papers is not refundable under any circumstances.

## CONDITIONS OF CONTRACT

### Definition of Terms

In the contract (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires

- a) “EDC ” : means the EDC Ltd. and includes its representatives and assignees or any other organization that EDC Ltd., may entrust maintenance of Patto Plaza Or Corporation of City of Panaji in case maintenance of roads of Patto Plaza are handed over to them by EDC Ltd.
- b) “ Agency” : means the person or registered firm or Company whose tender is accepted by the EDC and includes the Agency’s legal representatives, heirs, successors and permitted assignees
- c) “ Patto Plaza” : means Patto Plaza, Patto Panaji – Goa of EDC Ltd.
- d) “ Work” : means Allotment of Advertising Rights at Patto Plaza, Panaji.

## **SCOPE OF WORK**

EDC Limited has developed Patto Plaza, Panaji, Goa. It has become most important commercial hub in State of Goa. The offices of State Government, various Public Sector undertaking, reputed organizations, banks are located there. The Place provides large scope for advertising, specially as thousands of people visit Patto Plaza everyday. As a part of redevelopment of Patto Plaza, definite advertisement spaces have been provided at prominent places on signage boards, erected on street light poles. The Successful advertising agency will be allotted rights to advertise using such Signage boards detailed hereafter for a period of one year till 31.03.2020 or date indicated in acceptance letter.

## **NO OF SPACES –SIGNAGES**

### **ON POLES ( 60 x80cms)**

100 Nos. on street lights poles.

1. The tenderers are required to verify physically the location, number and area of the Advertising spaces before quoting for the work.
1. The Agency will have to get prior approval of EDC Ltd. of contents of Advertising and also company's profiles ( or profile of a person or registered firm) for whom advertisement is being provided at Patto Plaza.
3. All expenses like payment to Corporation of City of Panaji if any, salary to staff, Provident Fund and all other statutory payments will have to be borne by Agency.
4. Agency should not sub-let the work.
5. Agency should be responsible and maintain advertising boards clean and neat.
6. The Agency shall fix the approved signages only to extent of size allowed. The signages shall not be screwed on boards.

7. Agency shall be responsible for any damage to the property of Patto Plaza due to any action of the Agency or its personnel, and that cost of repairs etc. of damaged portion will be recovered from the Agency by EDC.

**8. PAYMENT**

The Agency shall pay the EDC, the agreed yearly amount alongwith GST in advance towards the right of Advertising at Patto Plaza within 30 days from date of allotment of rights to the Agency. In case of failure to pay such payment on time, without prejudice to rights of the Corporation to cancel the Contract and forfeit security deposit or its part, the Agency will have to pay to EDC interest at 20% per annum compounded quarterly on payments delayed.

**9. EARNEST MONEY/SECURITY DEPOSIT**

The Earnest Money of Rs.10,000/- (Rupees ten thousand) paid along with tender of successful tenderer will be held as a Security Deposit and will be refunded to the Tenderer at the end of contract period.

**10. GOODS & SERVICE TAX**

The Agency shall pay GST to EDC Limited as applicable alongwith agreed yearly amount.

**11. EDC's INSTRUCTIONS**

The EDC may from time to time give written instructions to the Agency in respect of the advertising. This shall be referred to as EDC's instructions. The Agency shall forthwith comply with such EDC's instruction.

**12. OTHER PERSONS ENGAGED BY THE EDC**

The EDC reserves the right to use the Patto Plaza and any portion of the Patto Plaza for the execution of any work or otherwise which EDC may desire to have carried out by other persons as determined by the EDC.



### **13. COMPLIANCE WITH REGULATIONS**

The Agency shall comply with and give all notices required by an Act or Legislature or by any law for the time being in force or by any regulation or bye-law of any local authority or of any public service Company or authority including in respect of GST payment who have any jurisdiction with regard to the work or with whose system the same are or will be connected, and they shall indemnify and keep the EDC indemnified against any fees or charges which may be leviable on account of his operations in executing the works.

The Agency shall be responsible for all kinds of claims, including wages, reinstatement arising out of discharge or dismissals or retrenchment compensation etc. under any acts pertaining to Labour Legislation and the Agency shall indemnify the EDC for all such claims arising there from.

The Agency shall comply with all the provisions contained in Contract Labour (Regulation and Abolition) Act, 1970, payment of wages Act, 1946, Minimum wages Act, 1948, Employees Provident Funds and Miscellaneous Provisions, 1952 Employees State Insurance Act 1948, and all the labour legislations, at his own cost and submit proof/evidence to EDC Ltd., when demanded by EDC.

### **14. FAILURE BY AGENCY TO COMPLY WITH INSTRUCTIONS**

If the Agency after receipt of written notice from the EDC requiring compliance within seven days fails to comply with EDC's instructions as the EDC may issue, the EDC may engage other party if necessary to give effect to such EDC's instructions and all costs incurred in connection therewith shall be borne by the Agency or may be deducted from any money due or that may become due to the Agency or may be recovered as a debt. In case of such failure, the EDC may also terminate contract / the rights of the Agency to Advertise and forfeit part or whole of the amounts paid by Agency.

#### **15. ESI/EPF**

The Agency shall be responsible for payment of ESI, salary and provident fund of the persons to be employed by them as per the existing rules and laws applicable. If required by EDC, the copies of records for having deposited the contributions shall be made available to EDC.

#### **16. TERMINATION OF CONTRACT**

For any breach of conditions of contract by the Agency, the EDC shall have right to terminate the contract within 15 days notice. In case of such termination, the EDC shall have the right to forfeit whole or part of yearly amount paid by the Agency.

#### **17. SETTLEMENT OF DISPUTES**

In case of dispute arising out of terms and conditions of the present contract or the execution thereof, or interpretation of any clause in the contract, the dispute shall be referred to arbitration of a committee comprising of MD, EDC Ltd, one Director of EDC Ltd. and one external member being a professional in fields like Chartered Accountant, Lawyer, Engineer to be nominated by EDC. The decision of the Committee shall be final and binding on the parties

#### **18. SUBLETTING**

The Agency shall not sub-let the work.

#### **19. REMOVAL**

The Agency shall remove all the advertisements from Patto Plaza within 5 days from expiry of the Contract period at their own cost. In case the Agency fails to do so, the cost of such removal shall be recovered from the Agency.

## ANNEXURE

Photo with signature

I/ We \_\_\_\_\_ Resident of \_\_\_\_\_ with Office at \_\_\_\_\_

\_\_\_\_\_

hereby quote my offer for "Allotment of Rights of Advertisement" for EDC Ltd. at Patto Plaza, Panaji – Goa for a period of twelve months till 31/03/2020 as below:

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

Only) Plus GST as applicable.

I have carefully read and understood the conditions of contract here before and have studied the plan and visited Patto Plaza area. I shall abide with such conditions of contract if my offer is accepted by EDC Ltd.

Name : \_\_\_\_\_

Signature \_\_\_\_\_

Mobile No. \_\_\_\_\_